APPENDIX (No. II.) TO

The Calcutta Gazette.

WEDNESDAY, JULY 3, 1867.

LAND SALE NOTICES.

NOTICE is hereby given, under Section VI., Act XI. of 1859, that the undermentioned Estates, in the District of Tirhoot, will be put up to public and unreserved sale, for the arrears of Revenue, at the Collector's Office of that District, on Wednesday, the 17th July 1867, or 1st Sawon 1274 Justee, for arrears of Revenue and other demands, which, by the Regulations and Acts in force, are directed to be realized in the same manner as arrears due on the 7th June 1867 :—

Class I.—Permanently-settled Estate.

No. 196.—Butohur, Purgunnah Bhallah ; recorded Proprietor, Jalpadut Dass ; Sudder Jumma Rupees 696-8-6.

Class IV.—Permanently-settled Estates.

No. 652.—Kharajat Julkarbunkur, Pergunnah Havellee Durbhungah ; recorded Proprietors, Hurrunghee Chowdhry and others ; Sudder Jumma Rupees 871-2-9. The rights and interests of Mussamut Buchookoery, defendant, are only to be sold.

No. 682.—Beedhee Chundpore, pertaining to Abool Hussunpore, Pergunnah Bissarah, Chuckla Gurjoul ; recorded Proprietors, Doorgah Dutt and others ; Sudder Jumma Rupees 834-3-2. The rights and interests of Roshun Lall and Kishwur Rai, judgment-debtors, are only to be sold.

Class I.—Permanently-settled Estate.

No. 2085.—Chuprah Seewayee oorf Maureepore, pertaining to Talooka Paygumberpore Kolooah, Chucklah Nye, Pergunnah Bissarha ; recorded Proprietors, Meer Sahdut Ally and others ; Sudder Jumma Rupees 3,436-14-5. The rights and interests of Kallypershad and Isreepershad are only to be sold under Section X., Act XI. of 1859.

Class IV.—Permanently-settled Estates.

No. 3461.—Bhagharee pertaining to Manik Chouk, Pergunnah Tirsut ; recorded Proprietors, Mussamut Maina Koour and others ; Sudder Jumma Rupees 510-0-1. The rights and interests of Mr. A. Urquhart, judgment-debtor, are only to be sold.

No. 5670.—Bungaon, Pergunnah Nanpore ; recorded Proprietors, Radha Koour and others ; Sudder Jumma Rupees 3,060-8. The rights and interests of Mr. A. Urquhart, judgment-debtor, are only to be sold.

H. A. COCKERELL,
Offg. Collector.

TIRHOOT COLLECTOR'S OFFICE,
The 19th June 1867.

NOTICE is hereby given, under Section VI., Act XI. of 1859, that the undermentioned Estates, in Zillah Shahabad, will be put up to public and unreserved sale, at the Collector's Office of that District, on Monday, the 8th July 1867, corresponding with 21st Assar 1274 *F. S.*, for arrears of Revenue and other demands, which, by the Regulations and Acts in force, are directed to be realized in the same manner as arrears of Revenue due on the 7th June 1867 :—

Class I.—Permanently-settled Estates.

No. 262.—Mehal Nawadaben, Pergunnah Arrah ; recorded Proprietors, Abilakh Roy and others ; Sudder Jumma Rupees 3,765-3-4, shares of Abilakh Roy and Luchmi Roy (Jumma Rupees 138-12-4), as per separate account opened with them under Section 10, Act XI. of 1859, are only to be sold for arrears of Government Revenue.

No. 316.—Mehal Kotwa Rampore, Pergunnah Baruhgawan ; recorded Proprietors, Junoon Sing and others ; Sudder Jumma, Rupees 3,063-2-4. The Estate to be sold for arrears of Government Revenue.

Class IV.—Estate to be sold on account of demands realizable in the same manner as arrears of Revenue.

No. 399.—The right and interest of Bishoon Roy and others; judgment debtors in Mehal Doomuriah Luhung, Pergunnah Beheah, satisfaction of an Act X. of 1859 decree; recorded Proprietors, Sooumber Roy and others; Sudder Jumma, Rupees 622-4-3.

Class II.—Estates to be sold for arrears due on account of other Estates.

No. 475.—The right and interest of Bishoondyal Sing, surety, in Mouzah Naraenpore, appertaining to Mehal Novadabandha, Pergunnah Beheah, in satisfaction of Government Revenue; recorded Proprietor, Bishoondyal Sing; Sudder Jumma, Rupees 574-14-11.

No. 616.—The right and interest of Bishoondyal Sing, surety, in Mouzah Bujurooah, appertaining to Mehal Belaoor, Pergunnah Powar, in satisfaction of Government Revenue; recorded Proprietors, Bishoondyal Sing and others; Sudder Jumma, Rupees 17,093-5-4.

Class IV.—Estate to be sold on account of demands realizable in the same manner as arrears of Revenue.

No. 4083.—The right and interest of Hunooman Sing, judgment debtor, in Mehal Buhri, Pergunnah Peero, in satisfaction of an Act X. of 1859 decree; recorded Proprietors, Chubinath Sing and others; Sudder Jumma, Rupees 1,317-15.

SHAHABAD COLLECTORATE,
The 19th June 1867.

H. ALEXANDER,
Collector.

PRINTED BY F. J. BARLOW, AT THE BENGAL SECRETARIAT OFFICE.

SUPPLEMENT TO

The Calcutta Gazette.

WEDNESDAY, JULY 3, 1867.

OFFICIAL PAPERS.

Non-Subscribers to the GAZETTE *may receive the* SUPPLEMENT *separately on a payment of six Rupees per annum, delivered in Calcutta, or twelve Rupees if sent by Post.*

State of the Balasore District.

From T. B. LANE, ESQ., Secretary to the Board of Revenue, Lower Provinces, to the Secretary to the Government of Bengal,—(No. 1083*M*., dated the 8th June 1867.)

I AM directed to forward herewith, for the information of Government, copy of the General Narrative of the state of the Balasore District for the week ending the 3rd June.

Narrative for the week ending Monday, the 3 ne 1867.

DISTRESS appears to be increasing in the Sub-Division of B ruck.

Rice is selling in Ayas and Dhamnuggur at 10 seers, in Da n, Boyang, and Katia, at 11 seers, and in Sanauth at 12 seers per Rupee. In all thes rgunnahs the supply is reported to be quite insufficient, and in Sanauth the cultivato said to be eating their stock of seed rice.

Some deaths in Pergunnah Ankorah are reported; ample work all comers has been provided on the extensive embankment now in progress there, and rice is obtainable at Rupees 2-14 per maund.

Deputy Collector, Mr. O'Reilly, reports that on Monday, the 27th May, he met about 1,200 men with oxen from Ankorah and Bherah going northward to buy rice, especially seed rice, at Bastah and Jaleshwar.

I fear that as soon as the rains set in the import of rice from the north will be checked, and the general sale of Government rice will alone prevent or mitigate famine in the south of the District.

The health of the people generally is good.

The northern tract continues prosperous, and will be amply provided for by relief works and road.

I am going to Bhuddruck this week, especially to push on the distribution of advances for seed and the preparation of extensive seed beds in Government estates.

On the 31st of May, I heard from the Master Attendant that a Telinga Brig, carrying 6 or 8,000 maunds of rice, had struck on the Balasore bar, and was in a sinking condition; he had already induced ship-owners of Balasore to send their sloops to her aid; and I sent a peon with orders to take, if necessary, to her assistance, two of the sloops which were waiting at the mouth of the river for a steamer to convey them to Dhamrah.

Unfortunately none of the sloops could reach the brig which was in shallow water, and after a few maunds had been saved by boat, she went to pieces.

(Sd) T. F. BIGNOLD,
Officiating Collector.

License Tax.

From T. B. LANE, Esq., Secretary to the Board of Revenue, Lower Provinces, to the Officiating Secretary to the Government of Bengal,—(No. 3476B., dated the 26th June 1867.)

IN continuation of my No. 3223B., dated 18th instant, I am directed to report, for the information of Government, that during the week ending 22nd idem a sum of Rupees 15,077 has been collected in Calcutta under the License Tax Act; the number of licenses issued being 457. This, added to the amount realized up to previous week, makes an aggregate sum of Rupees 1,84,598-2-8* collected, and a total number of 3,311 licenses issued.

* NOTE.—Exclusive of deductions made by the Examiner of Claims from official incomes.

ERRATA.

AT page 295 of the Supplement to the *Calcutta Gazette* of the 26th June, paragraphs 4 and 5 of the Notification of the renewal of the existing Settlement in Orissa, for the words "twenty years," read "thirty years."

Also in paragraph 5 for the words "Umlee year 1294," read "Umlee

Results of the Meteorological Observations taken at the Surveyor-General's Office, Calcutta, from 22nd to 30th June 1867.

Month.	Date.	Reduced Reading of Barometer at 10 A. M.	Thermometer. Highest Reading.	Thermometer. Lowest Reading.	Daily Range of the Temperature.	Mean Temperature for the day.	Mean Wet Bulb.	Computed Mean Dew-point.	Mean Degree of humidity for the day.	Prevailing Direction of Wind during the day.	Rain.	Max. Pressure of Wind.	General Remarks.
		Inches.	⊖	⊖	⊖	⊖	⊖	⊖			Inches	lb.	
June ..	22nd	29·605	85·4	78·0	7·4	81·4	79·2	77·7	0·89	S. & S. S. E.	1·10	1·5	Chiefly overcast. Light rain constantly.
	23rd	·632	90·4	81·0	9·4	84·4	80·9	78·4	·83	S. S. W. & S. by W.	0·06	1·9	Clouds of different kinds. Light rain at 5½ P. M.
	24th	·620	92·0	82·4	9·6	86·0	82·3	79·7	·82	S. S. W.	...	0·4	Chiefly thin clouds.
	25th	·684	92·3	83·0	9·3	85·9	82·4	79·9	·83	S. S. W. & S.	...	0·3	Cumuli and overcast. Slight rain at 5 and 6½ P. M.
	26th	·691	88·6	80·0	8·6	83·7	81·4	79·8	·88	S. S. W. & S.	0·26	4·6	Chiefly overcast. Rain after intervals. High wind at 5 P. M.
	27th	·630	92·2	81·6	10·6	85·0	81·7	79·4	·84	S. & S. S. W.	0·37	1·0	Chiefly cumuli. Rain at 3½ and 7 P. M.
	28th	·515	93·0	78·8	14·2	84·6	80·6	77·8	·81	S. S. W. & W. S. W.	0·24	1·0	Overcast and thin clouds. Thunder at 5 P. M. Light rain from 5 to 10 P. M
	29th												Scattered clouds. Rain at 4 P. M.
		·538	92·2	79·0	13·2	83·8	80·5	78·2	·84	W	0·09		Rain at 4 P. M.
	30th	·607	84·6	80·0	4·6	81·5	80·0	78 9	·92	S.	0·14	0·5	Clear and overcast from noon to 3 P. M.

The mean Temperature and the mean Wet Bulb are derived fr[om] the twenty-four hourly Observations made during the day.

The Dew-point is computed with the Greenwich constants. Th[e] figures in column 10 represent the humidity of the air, the complete saturation of which being tak[en] at unity. The receiver of the lower rain gauge is 1 foot 2 inches, and that of the Anemometer [is] feet 10 inches above the level of the ground.

		⊖
The extreme variation of Temperature during the past nine days	...	15·0
The Max. Temperature during the past nine days	...	93·0
The Max. Temperature during the corresponding period of the past year	...	93·4
The mean humidity during the past nine days	...	0·85
The mean humidity during the corresponding period of the past year	...	0·82
		Inches.
The total fall of rain from 22nd to 30th { by lower rain gauge	...	2·86
The total fall of rain from 22nd to 30th { by Anemometer gauge	...	2·48
The total fall of rain from 22nd to 30th, average of thirteen previous years	...	3·86
The total fall of rain between the 1st January and the 30th ultimo	...	11·79
The total fall of rain during the corresponding period of the past year	...	17·04

GOPEENAUTH SEN,
In charge of the Observatory.

The 2nd July 1867.

Meteorological Report up to 21st June 1867.

Stations.	June.	Hour.	Barometer reduced to 32°.	Thermometer. Dry.	Thermometer. Wet.	Wind. Direction.	Wind. Velocity.	Rain.	Weather.
			Inches.	⊖	⊖			Inches.	
Calcutta.	15th	10	29·684	82	80	S E	...	0.75	Overcast.
		16	29·600	82	80	S S E	...	...	Overcast and drizzling.
	16th	10	29·686	81	79	S E	...	0·23	Ditto ditto.
		16	29·556	87	82	S E	...	...	Covered with cirro cumuli.
	17th	10	29·557	87·6	82	S	...	...	Scattered cirro strati.
		16	29·438	84·6	81·8	W by S	...	0·12	Overcast.
	18th	10	29·450	86·6	82·6	S W	...	...	Nimbi and raining.
		16	29·325	86·2	81·6	S S W	...	0·04	Overcast and nimbi.
	19th	10	29·410	88	82	E S E	...	0·16	Scattered cumuli.
		16	29·346	89·2	81·3	S E	...	...	Covered with nimbi.
	20th	10	29·444	87·2	82·2	E S E	...	...	Scattered cirro strati and cumuli.
		16	29·401	87·8	82	S S E	...	...	Ditto cumuli and nimbi to East.
	21st	10	29·571	82	79	S	...	0·04	Covered with thin clouds.
		16	29·480	86	80	S	...	...	Thin clouds.
Saugor Island.	15th	9-30	29·561	88	83	S E	Light ...	...	Clouds from E., passing showers.
		16	29·603	87	82	S E	Light ...	...	Cloudy to the N. E.
	16th	9-30	29.668	82	81	Variable	Light ...	...	Heavy clouds from W., rain.
		16	29·578	86	81	S E	Light ...	1·65	Clouds from S.
	17th	9-30	29·543	88	83	S E	Light ...	...	Clouds to the S., heavy to the N.
		16	29·416	87	83	S	Light ...	...	Heavy to the S.
	18th	9-30	29·469	78	77	S E	Light ...	...	Clouds from E, rain with thunde and lightning since morning.
		16	29·354	84	82	S W	Light ...	3·80	Partial cloudy.
	19th	9-30	29·389	86	83	E	Light ...	1·20	Clouds from E., passing showers, heavy to the W.
		16	29·365	88		S E	Light ...	...	Clouds from S. E., passing showers.
	20th	9-30	29·384				Light ...	...	Clouds from E., passing showers.
		16	29·380		83		...	1·50	Clouds from S. E., passing showers.
	21st	9-30			82	S E			
					82	S E	Light		
		16	29·502		81	S	Moderate ...	5·20	Clouds from S.
Chittagong.	15th	9-30	29·623	85	81	S	Light.		
		16	29·553	84	81	S S W	Light.		
	16th	9-30	29·623	84	80	E S E	Light.		
		16	29·513	84	81	S	Light.		
	17th	9-30	29·526	4	80	S by E	Light.		
		16	29·399	3	82	S by E	Light.		
	18th	9-30	29·384		81	S by W	Light.		
		16	29·312		81	S	Light.		
	19th	9-30	29·372		81	S	Light.		
		16	29·309		81	S by W	Light.		
	20th	9-30	29·459	6	81	S by W	Light.		
		16	29·431	85	81	S E by S	Light ...	0·09	
	21st	9-30	29·571	82	79	S	Light.		
		16	29·526	83	80	S	Moderate.		
Akyab.	15th	9-30							
		16	29·697	86	80	S E	Light.		
	16th	9-30	29·760	81	78	S W	Light.		
		16		85	80	S W	Light.		
	17th	9-30		83	80	E	Light.		
		16	29·[illegible]1	85	81	S W	Light.		
	18th	9-30	29·581	81	79	E	Light ...	·20	
		16	29·484	83	79	S W	Light.		
	19th	9-30	29·503	84	81	E	Light.		
		16	29·494	84	80	S E	Light.		
	20th	9-30	29·611	81	79	S E by S	Light ...	·14	
		16	29·599	81	78	S W	Light ...	0·02	
	21st	9-30	29·708	82	80	S W	Light.		
		16	29·713	80	78	S E	Light ...	0·02	
Madras.	15th	10	29·691	93	76	W S W	16*		
		16	29·573	90	80	S S E	16*		
	16th	10	29·743	93	78	W S W	15*		
		16	29·573	95	80	S S W	13*		
	17th	10	29·691	92	75	W S W	17*		
		16	29·509	99	77	S W	14*		
	18th	10	29·614	93	75	W S W	19*		
		16	29·467	100	78	W	17*		
	19th	10	29·634	91	74	W N W	17*		
		16	29·515	99	76	N by E	11*		
	20th	10	29·652	94	76	W N W	15*		
		16	29·554	92	80	E S E	7*		
	21st	10	29·722	93	76	W by N	17*		
		16	29·595	101	76	W N W	13*		
Benares.	15th	10	29·402	91	80	E	Light.		
		16	29·282	99	79	E	Light ...	...	Rained at 8 P. M.
	16th	10	29·363	91	80	E	Light.		
		16	29·280	79	79	E	.....	...	Heavy showers from 3 to 3-45
	17th	10	29·267	87	81	E	Light ...	·7	
		16	29·256	90	83	E			
	18th	10	29·226	89	82	N	.....	·3	
		16	29·179	85	84				
	19th	10	29·229	77	77	.....	.....	·6	
		16	29·163	81	81				
	20th	10	29·272	92	83	E	Light ...	·2	
		16	29·207	95	84	N E			
	21st	10	29·297	89	80	E	Light.		
		16	29·203	95	81	E	Light.		

* Velocity in miles per hour.

Station.	June.	Hour.	Barometer reduced to 32°.	Thermometer.		Wind.		Rain.	Weather.
				Dry.	Wet.	Direction.	Velocity.		
			Inches.	⊖	⊖			Inches	
Roorkee.	15th	9-30	28·759	94	75	S	...	...	Wind changed to E. at noon.
		16	28·707	90	73	S E by E	...	...	Cloudy day; sharp E. Wind blowing, but dying down at 3 P. M. A light shower from 6-30 till 7 P. M previous to the rain; a fine wel, marked and complete rainbow was seen.
	16th	9-30	28·740	85	73	S E	...	...	
		16	28·643	85	75	Calm	...	...	
	17th	9-30	28·608	80	73	N E by E	...	·35	Some rain at 2-30 A. M. Cloudy, coo morning. An almost perfect calm from 10 A. M. till 4 P. M. Sky cloudy in evening; slight rain falling; heavier rain began near midnight.
		16	28·553	90	75	N E by E	...	...	
	18th	9-30	28·588	86	77	Calm	...	1·05	Rain confined to early morning.
		16	28·526	93	80	S by E	...	...	
	19th	9-30	28·632	90	79	Calm	...	...	Sultry, calm day.
		16	28·557	97	81	Calm	...	...	
	20th	9-30	28·646	94	81	Calm	...	...	Ditto ditto.
		16	28·556	98	82	S E	...	...	
	21st	9-30	28·659	88	78	N E by E	...	...	Heavy clouds in sky in the morning and brisk E. wind blowing.
		16	28·587	85	78	S E	...	...	
Dacca.	15th	9-30	29·627	86	83	S	...	...	Calm, sultry, and cloudy.
		16	29·622	88	86	S	...	...	Cloudy, moderate wind.
	16th	9-30	29·553	84	82	S E	...	...	Moderate wind.
		16	29·469	86	82	S	...	...	Fresh wind, cloudy-
	17th	9-30	29·171	85	83	S S E	...	...	Light wind.
		16	29·369	86	83	S S W	...	...	Strong wind, cloudy.
	18th	9-30	29·372	85	82	S E	...	...	Light wind.
		16	29·296	87	83	E S E	...	...	Strong wind; slight rain at 10-50 this morning; weather threatening.
	19th	9-30	29·372	85	82	E S E	...	...	Moderate wind.
		16	29·334	88	84	S E	...	...	Fresh wind.
	0th	9-30	29·439	86	83	S S E	...	...	Ditto. Cloudy and threatening.
		16	29·386	87	83	S S E	...	...	Fresh wind.
	1st	9-30	29·533	84	81	S E	...	...	Fresh wind, cloudy.
		16	29·459	86	84	S S W	...	...	Fresh wind, drizzling.

M. H. Ormsby, L. L. B., C. E.,
Offg. Meteorological Reporter to the Govt. of Bengal.

Bengal Secretariat,
The 1st July 1867.

Printed by F. J. Parker, at the Bengal Secretariat Office.

The Calcutta Gazette.

WEDNESDAY, JULY 10, 1867.

Home Department.

LEGISLATIVE.

THE following Act of the Governor General of India in Council received the assent of His Excellency the Governor General on the 13th June 1867, and is hereby promulgated for general information :—

ACT No. XXIX OF 1867.

An Act to explain and amend Act No. XXI of 1867.

WHEREAS it is expedient to explain and amend Act No. XXI of 1867 *(for the licensing of Professions and Trades)* ; It is hereby enacted as follows :—

Preamble.

I. Sections 10 and 11 of the said Act are hereby repealed, and in lieu thereof respectively shall be substituted the following (that is to say) :—

New Sections substituted for Sections 10 and 11 of Act XXI of 1867.

"10. The Collector shall from time to time determine what persons are liable to take out licenses under this Act, and under which of the classes mentioned in Schedule A to this Act annexed every such person shall be assessed.

Collector to determine licensees and their classes.

"11. As soon as may be after the first day of May 1867, and the same day in every subsequent year, the Collector shall prepare a list of the persons to be licensed under this Act in the district or place aforesaid, and may from time to time alter and add to the said list. Such list shall state—

Annual list of licensees.

(1.)—The profession or trade of each of the persons therein named.

(2.)—The class under which he is assessed, and

(3.)—The sum to be paid for his license.

Such list shall be filed in the office of the Collector, and the list, or such part or parts thereof as he shall think fit, shall be filed in such other places as the Collector shall direct, and shall be open to public inspection at all reasonable times without the payment of any fee."

II. In lieu of the first sentence of Section 12 of the said Act, the following shall be substituted (that is to say) : "Any person named in such list, and objecting to the class under which he is assessed, or denying his liability to be assessed under this Act shall be at liberty, if before the 15th day of June 1867 he shall have paid the sum in which he has been assessed under this Act, within thirty days of the said 15th day of June 1867, or if he pay such sum after the said 15th of June 1867, then within thirty days from such payment, to apply by petition to the Collector in order to establish his right to have his name transferred to another class or removed from the list." And Schedule C to the said Act annexed shall be read as if for the words "persons licensed," the words "persons to be lic[illegible]d" were substituted, and as if the following [illegible]rds were added thereto (that is to say) "[*or* [illegible]his name may be removed from the said list."

Section 12 of Act XXI of 1867 amended.

Amendment of Schedule C.

III. Section [illegible] the said Act is hereby [illegible]ealed, except as to of[illegible]ces committed and lia[illegible]ties incurred before the passing of this Act, and in lieu thereof shall be substituted the following (that is to say) :—

New Section substituted for Section 15 of Act XXI of 1867.

"15. If the Collector shall have caused a notice to be served on any person stating the class under which he has been assessed, and requiring him within seven days from the date of the service to take out a license and to pay for the same the sum (mentioning it) payable therefor under the provisions of this Act, and if the person so served shall not within the period specified in the said notice, have taken out a license and paid for the same as required by the said notice, he shall, on conviction before a Magistrate, be subject to a penalty not exceeding Rupees five hundred, and not less than the sum mentioned in such notice. Every such notice shall be deemed to be sufficiently served if left at the residence or usual place of business of the person to whom it is addressed."

Penalty for carrying on business without a license.

IV. The first two sentences of Section 19 of the said Act are hereby repealed, and in lieu thereof the following shall be substituted (that is to say) : "On and after the first day of May 1867 every Trading Company or Association in British India,

Section 19 of Act XXI of 1867 amended.

whose stock or funds is or are divided into shares and transferable, whether such Company or Association be incorporated or not, and whether its principal place of business be situate in British India or not, shall take out a license and pay for the same such annual sum as is mentioned in Schedule B to this Act annexed. Provided that if any such Company or Association satisfy the Collector that the payment to which it is liable under this Section, exceeds two per cent. of its profits during the year ending on the thirtieth day of April preceding the year of assessment from its operations in British India, then the Collector shall grant a license to such Company or Association upon payment of the sum of two per cent. on such profits: Provided also that for any such license which shall be granted between the first day of November in each year and the thirtieth day of April next ensuing, there shall be paid only one-half of such annual sum, or of such sum of two per cent. on such profits."

New Sections 10, 11 and 15 to apply to Trading Companies.

V. The provisions of the Sections respectively substituted by this Act for Sections 10, 11 and 15 of the said Act apply to Trading Companies and Associations under Section 19 of the same Act, as amended by this Act. Provided that the maximum penalty to which a Trading Company or Association shall be subject on conviction under the Section substituted by this Act for Section 15 of the said Act, shall be Rupees two thousand.

This Act to be read with Act XXI of 1867.

VI. This Act shall be read with and taken as part of the said Act No. XXI of 1867, and shall have effect as from the eighth day of March 1867.

WHI[illegible] STOKES,
Asst. Secy. to the [illegible]vt. of India,
Hom[illegible]t. (Legislative).

THE following Act of the [illegible]ernor General of India in Council received t[illegible]sent of His Excellency the Governor Gene[illegible] on the 19th June 1867, and is hereby prom[illegible]ated for general information:—

ACT No. XXX OF 1867.

An Act to amend Act XIX of 1861 *(to provide for a Government Paper Currency).*

Preamble.

WHEREAS under Section 8 of Act XIX of 1861 (*to provide for a Government Paper Currency*) the Promissory Notes of the Government of India issued under that Act are payable only at the Office, or Offices, or Agencies of Issue of the city or town from which they are severally issued, and at the Presidency town of the Presidency within which such city or town is situated: And whereas it is expedient to empower the Governor General of India in Council to declare that for the purposes of the said Act any such city or town, other than a Presidency town, shall be deemed to be situated within such Presidency as he shall from time to time declare by Notification in the *Gazette of India*; It is hereby enacted as follows:—

Power to transfer for purposes of Currency Act any town from one Presidency to another.

I. It shall be lawful for the Governor General of India in Council from time to time to declare by Notification in the *Gazette of India* that any city or town (other than a Presidency town) from which Promissory Notes of the Governme[illegible] of India are or shall be issued under the said A[illegible] shall, for the purposes of such Act, be deemed [illegible] be situated within such Presidency as shall [illegible] specified in that behalf in the said Notificatio[illegible] and thereupon such city or town shall, for t[illegible] purposes of the same Act, be deemed to b[illegible] situa[illegible] within the Presidency so specified.

This Act to be read with Act XIX of 1861.

II. This Act shall be read with and taken as part of the said Act No. XIX of 1861.

WHITLEY STOKES,
Asst. Secy. to the Govt. of India,
Home Dept. (Legislative.)

Government of Bengal.

LEGISLATIVE DEPARTMENT.

The following Act of the Lieutenant-Governor of Bengal in Council received the assent of His Honor on the 30th May 1867, and having bee[illegible] assented to by His Excellency the Governo[illegible] General on the 17th June 1867, is hereby promul[illegible] gated for general information:—

ACT No. VII OF 1867.

An Act to amend Act III of 1864 *passed by the Lieutenant-Governor of Bengal in Council.*

Preamble.

WHEREAS it is expedient to amend Act III of 1864 passed by the Lieutenant-Governor of Bengal in Council in the manner hereinafter expressed; It is enacted as follows:—

Interpretation.

I. The following words and expressions in this Act and in the said Act III of 1864, shall have the several meanings hereby assigned to them, except where a different intention shall appear from the context, that is to say:—

"Owner."

The word "Owner" shall mean the person for the time being receiving, either on his own account or as Agent or Trustee for another, the rent of land from the tenant in actual occupation thereof, or who would so receive the same, if such land were actually occupied by a tenant. Provided that no owner receiving rent as an Agent or Trustee shall be liable to pay any assessment under the said Act or this Act, unless he have sufficient funds of his principal or belonging to the Trust in his hand.

"Inhabitant."

The word "Inhabitant" shall include any owner of property in any place, although he may not be resident therein.

Service of notices.

II. Every bill, notice, schedule, summons, or notice of demand regarding any assessment, rate, or tax, or any money due in respect of the same, may be served personally upon the person to whom the same is addressed, or be left at his usual place of abode with some adult male member or servant of his family, or if it cannot be so served, may be put up on some conspicuous part of such place of abode, and shall thereby be deemed to be duly served. Provided that, if the place of abode of the owner of any house, building, or land in respect of which a rate is assessed be unknown, or if the owner of any such house, building, or land be not resident within the limits of the place, every such bill, notice, summons, or notice of demand shall

Proviso.

d to have been duly served, if put up on ispicuous part of the house, building, or respect of which the rate is assessed.

Whenever any house or building belongs to one owner, and the ground on which the same stands, and which is usually occupied therewith belongs to another, be lawful for the Municipal Commissioners s such house or building and ground to- r at one consolidated rate, which shall be ble by the owner of the house or building. r so paying the consolidated rate, the owner house or building shall be entitled to deduct the rent which he pays for the ground, such rtion of the rate so paid by him as is to the proportion which his rent bears annual value on which the rate has been

Power to assess upon a consolidated rate for ground on which

If the sum due on account of any rate from the owner of any house, building, or land remains unpaid after the notice of demand has been duly served, h owner be not resident within the place, place of abode of such owner be unknown, unicipal Commissioners may demand the from the occupier for the time being of ouse, building, or land, and, on non-pay- hereof, may recover the same by distress e of any goods and chattels found on the es; and whenever such rate shall be paid ecovered from such occupier, he may de- from the next and following payments of nt, the amount which may be so paid by, or vered from him. Provided that no arrear of e, which has remained due from the owner of y house, building, or land for more than one ar, shall be so recovered from the occupier ereof. Provided also that, if the rate so de- cted is a consolidated rate payable by the owner a house or building under Section III of this ct, the same shall, after such deduction, be emed to have been paid by such owner within e meaning of the last mentioned Section.

Power to recover rate from non-owner may be recovered from occupier, deducted by him from

V. No assessment, and no charge or demand of a rate or tax made under the authority of the said Act III of 1864, or of this Act, shall be impeached or ected by reason of any mistake in the name of y person liable to pay the rate or tax, or in the scription of any property or thing liable to the te or tax, or any mistake in the amount of as- ssment, provided the directions of the said Act I of 1864, and of this Act, be in substance and ect complied with; and no proceedings under s Act shall, for want of form, be quashed or aside in any Court of Justice.

Assessment not to be impeached, if the directions of the Act are in substance complied with.

VI. No distress levied by virtue of the said Act III of 1864 or of this Act shall be deemed unlawful, nor shall any party aking the same be deemed a trespasser, on account any defect or want of form in the notice, sche- le, summons, notice of demand, warrant of dis- ss, inventory, or other proceeding relating ereto, nor shall such party be deemed a tres- sser *ab initio*, on account of any irregularity erwards committed by him; but all persons grieved by such irregularity may recover full tisfaction for any special damage sustained by em, in any Court of competent jurisdiction.

Distress not unlawful for want of form.

VII. In addition to the Municipal Commissioners mentioned in the said Act III of 1864, the person for the time being filling the office of District Superintendent of Police in any District within which any place may be situated shall be ex-officio a Municipal Commissioner for such place.

District Superintendent of Police to be ex-officio Municipal Commissioner.

VIII. It shall be lawful for the Municipal Commissioners of any place, with the sanction of the Lieutenant-Governor of Bengal, from time to time to apply out of the Municipal Fund of such place such monthly sum, not exceeding two hundred and fifty Rupees, as to them shall seem fit, in or towards the maintenance and support of an Hospital or Dispensary in such place for the benefit of the poor inhabitants thereof.

Commissioners may expend a certain monthly sum for Hospitals or Dispensaries.

IX. It shall be lawful for the Municipal Commissioners of any place, out of the Municipal Fund thereof, from time to time, to make such provision as to them shall seem fit, for the Vaccination of all persons resident in such place.

Commissioners may provide expense of Vaccination.

X. All monies which may have been heretofore expended out of the Municipal Fund of any place by the Municipal Commissioners thereof, in making provision for the Vaccination of persons resident therein, or in or towards the maintenance or support of an Hospital or Dispensary for the benefit of the poor inhabitants of such place, shall be deemed to have been properly applied out of the said Municipal Fund.

Commissioners indemnified as to monies heretofore expended on account of Vaccination, Hospitals, or Dispensaries.

XI. With the sanction of the Lieutenant-Governor of Bengal, the Municipal Commissioners of any place may, if they shall so resolve at a meeting, contract with any person for the lighting of the streets of such place by such person on such terms as to yearly or other payment as may be agreed on, and may provide for such payment out of the rates levied under the said Act III of 1864 and this Act.

Power to contract for lighting streets.

XII. This Act shall be construed with and as part of the said Act III of 1864.

Construction.

J. PITT KENNEDY,
Asst. Secy. to Govt. of Bengal,
Legislative Dept.

THE following Act of the Lieutenant-Governor of Bengal in Council received the assent of His Honor on the 13th June 1867, and having been assented to by His Excellency the Governor General on the 27th idem, is hereby promulgated for general information:—

ACT No. VIII OF 1867.

An Act to provide for the recovery of rates for water supplied by the East India Irrigation and Canal Company.

WHEREAS by a certain Indenture bearing date the 16th day of June 1862 and made between the Secretary of State for India in Council of the one part, and the East India Irrigation and Canal Company (hereinafter called The Company) of the other part, it was amongst other things agreed that the Company should construct certain works for irrigation, navigation, and the supply of water in the Districts and Deltas of the rivers Mahanuddy,

Preamble.

Byturny, and Brahmany, and their affluents, and that when and so soon as any part of the said works should be certified as completed, so as to be available for the purposes of supplying water for the irrigation of land, the Company should sell to the said Secretary of State alone, and the Secretary of State should purchase, the water which, according to the Company's store or flow of water and consistently with their other arrangements, should be capable of being supplied for the irrigation of land, but to the extent only to which the cultivators of such land might be willing to take the same at the prices fixed as thereinafter is mentioned, and that the Company should supply such water in such manner and to such person or persons as the Governor-General of India should, from time to time, direct; and whereas a portion of the said works have been completed so as to be available for the purpose of supplying water for the irrigation of land. And whereas it is expedient that provision should be made for the speedy recovery of rates or dues for water supplied for irrigation, and of claims connected with such rates and such water so supplied and for the prevention of waste and abstraction of such water: It is hereby enacted as follows:—

I. The following words and expressions in this Act shall have the meanings hereby assigned to them, unless there be something in the subject or context opposed to such construction:—

Interpretation.

The expression "water rates" shall mean sums payable for water taken for purposes of irrigation.

"Water-rates."

The expression "arrears of water rates" shall mean any sum which by any agreement shall be payable to the Secretary of State for India in Council for water-rates and which shall not have been paid on or before the day upon which by such agreement it became payable.

"Arrears of water rates."

The word "channel" shall include any water-course through which water may, with the consent of the Company, be conveyed from the Canals of the Company.

"Channel."

II. Water for the purpose of irrigation shall be supplied from the canals of the Company to such persons and in such manner as the Lieutenant-Governor of Bengal shall from time to time direct, and at rates and under rules to be fixed from time to time in accordance with the provisions of the said Indenture of the 16th day of June 1862, and such rules and rates shall from time to time be published in the *Calcutta Gazette*.

Water shall be supplied from canals.

III. All rates which shall be payable under this Act for water supplied for the purposes of irrigation shall be deemed rent payable on a pottah or engagement under Act X. of 1859, and the provisions of the last mentioned Act and of every other Act for the time being in force for the recovery of rent shall be applicable to the recovery of such arrears of water-rate. Provided that the claim (if any) for rent due in respect of the land held by the person in arrear shall have priority over any arrears of water-rate.

Water-rate to be deemed rent.

IV. The following suits shall be cognizable by the Collector of Land Revenue under the provisions of, and in accordance with the procedure of Act X. of 1859, passed by the Governor Genera... dia in Council, so far as the same may be a... ble thereto, and, except in the way of ap... provided by the said Act, shall not be co... in any other Court, or in any other manne... is to say:—

Suits to be heard in Collector's Court.

1*st*.—All suits for damages on account ... illegal exaction of water-rates, or on acc... the refusal of receipts for water-rates paid, ... account of the extortion of water-rates by con... ment or other duress.

2*nd*.—All suits for arrears of water-rates ... on account of water supplied from the work... the East India Irrigation and Canal Com... under this Act.

3*rd*.—All suits to cancel any agreement u... this Act for the supply of water from t... works on account of the non-payment of ... of water-rates, or on account of a breach ... conditions by which such agreement may b... to be cancelled.

4*th*.—All suits arising out of the exercise ... power of distraint under the said Act X. of ... which power is by Section IV. of this Act e... ed to the collection of water-rates, or out o... acts done under color of the exercise of the ... power of distraint.

5*th*.—All suits in respect of any refusal ... gularity, or insufficiency of the supply of ... from the works of the aforesaid Company, wh... between the farmer or Collector of the wate... on behalf of Government and the East Indi... gation and Canal Company, or between such ... er or Collector and the consumers of the ... supplied from the works of the said Company.

6*th*.—All suits by persons in receipt of t... water-rates, against any agents employed ... them in the collection of such water-rates ... the sureties of such agents, for money receive... or for accounts kept by such agents in the cour... of such employment, or for papers in their posse... sion.

V. All decrees and orders under this Act sha... be in the like form and sha... be enforced in such and t... same or the like manne... and by such and the sa... or the like powers, as if the same were decrees ... orders for the same or the like purpose made ... pursuance of the provisions of the said Act X ... 1859.

Decrees and orders under this Act to be of the like force and effect as under Act X of 1859.

VI. All water-rates shall be payable to th... Secretary of State for Ind... in Council.

Rates to be payable to Government.

VII. It shall be lawful for the Collector ... the District in which an... water-rate may be payab... either to collect such rate by officers appointed ... him, or to let out the same to farm to any perso... Every such farmer and his sureties, and his ... their effects, shall be subject to such and the sa... and the like remedies, procedure, and authori... as if he were the farmer from the Government ... an estate for the purpose of collecting thereo... the rent.

Power to farm out rate.

VIII. All agreements for payment of wat... rate, and receipts for pa... ments made under su... agreements, shall be ... writing, and such agre... ments and receipts shall be in such form as fro... time to time shall be settled by the said Lieute... nant-Governor.

Agreements for payment of water-rate to be in writing.

very person who executes such agreement shall be entitled to receive from the person to whom ement is granted, a counterpart en- in conformity with the terms of the nt.

to be ex-

In case any person who shall have agreed to take water for purposes of irrigation shall have nitted any arrear of water-rates to accrue due, nall be lawful for the Collector of the District the officer appointed by him under Section VII, r for the farmer of such water-rates, as the case ay be, by notice in writing, to require the said anal Company to stop the further supply of ater to such person, until he shall have paid up ll arrears of water-rate then due by him; and he said Company shall not be entitled to receive om such farmer or Collector, nor from the said ecretary of State, any payment in respect of any ater which may be supplied to such person after he service upon the said Company of such notice, nd during such time as his default continues.

to stop water

XI. Every person under whose control any channel or either bank thereof may be who shall negligently permit the escape of water from such channel, shall be liable, on conviction before a Magistrate, to a fine which may extend to fifty Rupees.

Penalty for negligently permitting escape of water.

XII. Whoever shall wilfully abstract water from any of the Company's canals or channels, without payment for, or entering into an agreement for he same, shall be punishable under Section 379 of he Indian Penal Code.

Theft of water.

XIII. It shall be lawful for any farmer or Collector of water-rates, or for any officer of the Company duly authorized by such Company, with such servants and workmen as may be required, to enter into or upon any land through which any canal or channel of the Company may run or which may be irrigated with water flowing from the canals of the Company, or for the purpose of measuring the extent of land so irrigated, or for the purpose of examining, repairing, and amending the banks of such canal or channel.

Power of entry on land through which channel may run, or which may be irrigated by water from Company's Canal.

XIV. If any person shall use water flowing from the canals of the Company for the purpose of irrigating land for the irrigation of which no agreement shall have been made, it shall be lawful for the farmer or collector of the water-rates within the limits of whose farm or collectorate such lands may be situate, to recover as an arrear of water-rate under this Act, from the person who shall so use such water, double the amount of water-rate which would be payable in respect of such lands in case an agreement for the irrigation of the same for one crop had been duly made.

Lands irrigated without agreement to be subject to double rate.

XV. All fines imposed under this Act may be recovered according to the provision of the Code of Criminal Procedure.

Recovery of fines.

J. PITT KENNEDY,

Assistant Secy. to Govt. of Bengal,
Legislative Department.

THE following Bill was read in the Council of the Lieutenant-Governor of Bengal for the purpose of making Laws and Regulations on the 29th June 1867, and was referred to a Select Committee who were directed to report thereon within a week:—

A Bill to continue the existing Settlement of the Land Revenue in the Districts of Cuttack, Pooree, and Balasore, until the expiration of the year 1304 *Umlee.*

WHEREAS the existing Settlement of the Land Revenue in the Districts of Cuttack, Pooree and Balasore will expire with the present year 1274 Umlee; and whereas it is expedient to continue the said Settlement for a further period of thirty years: It is enacted as follows:—

Preamble.

I. The existing Settlement of the Land Revenue of the Districts of Cuttack, Pooree and Balasore shall, in all cases in which it may have been concluded with zemindars or other acknowledged proprietors of land, continue in force until the expiration of the year 1304 Umlee, subject to the following provisions.

The existing Settlement to continue in force.

II. If any zemindars or other proprietors of Estates, or if one or more recorded sharers in an Estate held in common tenancy within the said Districts, who may have entered into an engagement for the payment of public Revenue on account of any Estate during the existing Settlement, shall not be willing to continue such engagement to the expiration of the year 1304 Umlee, they shall give notice of the same in writing to the Collector of the District within which such Estate as aforesaid may be situate, on or before the 1st September 1867, corresponding with the 18th Bhadoor 1274 Umlee; and on receipt of any such notice, it shall be competent to the Collector to assume the direct management of the Estate, or to let the same in farm.

Proprietors may dissent.

III. The provisions of Sections III and V, Regulation VII of 1822 shall apply to all Estates so taken under direct management or let in farm by the Collector; and also to all Estates which are now held under direct management, or let in farm.

Management of Estates of dissenting proprietors.

IV. All zemindars and proprietors of lands as aforesaid, who shall not give notice in writing to the effect and within the period above mentioned, shall be held, and are hereby declared to be, responsible for the payment, in accordance with the terms of their existing agreements, of the same Revenue during the ensuing thirty years, *viz.*, until the expiration of the year 1304 Umlee, as may be demandable from them on account of the present year; and any arrears of such Revenue shall be recoverable under the provisions of Act XI of 1859, and of every other Act for the time being in force for the recovery of arrears of Revenue.

Proprietors not giving notice to be responsible for revenue.

STATEMENT OF OBJECTS AND REASONS.

As the existing Settlement of the Districts of Pooree, Cuttack and Balasore terminates at the end of the current year 1274 Umlee, and it is necessary to provide for the collection of revenue in those Districts, it has been deemed expedient to give legislative authority for the extension of this

Settlement for a further period of thirty years, providing for the management of the Estates of recusant proprietors and for the grant of *malikanna* to such proprietors.

V. H. SCHALCH.

The 1st July 1867.

J. PITT KENNEDY,
Asst. Secy. to the Govt. of Bengal,
(Legislative Department.)

ORDERS by the LIEUTENANT-GOVERNOR of BENGAL.

No. 2730.

APPOINTMENTS.

The 4th July 1867.—The following gentlemen to be Members of the Municipal Committee at Coomercolly, *viz.*:—

Baboo Kishnadhun Mozoomdar.
" Shoroop Chunder Khan.
" Mothoora Nath Koondoo.

The 5th July 1867.—Mr. A. V. Palmer, Officiating Collector of Customs, to officiate also as Ex-officio Shipping Master of Calcutta under Act I. of 1859.

Dr. Thornton, 44th Regiment, Native Infantry, to have Medical charge of the Civil Station of Shillong, in addition to his own duties, with effect from the date on which he may have taken charge.

The 6th July 1867.—The following gentlemen to be Municipal Commissioners for the Town of Serampore, *viz.*:—

The Reverend J. W. Adams.
" " J. Anderson.
Baboo Thakoor Das Gossain.

Moulvie Wajeeoollah Mahomed, Deputy Magistrate and Deputy Collector of Beerbhoom, is transferred to Monghyr, and vested with the powers of a Magistrate in the latter District.

Mr. C. N. Banerjee, Deputy Magistrate and Deputy Collector of Balasore, is transferred to Beerbhoom, and vested with the powers of a Subordinate Magistrate of the First Class in the latter District.

This cancels the appointment of Mr. Banerjee to Midnapore, notified in the *Calcutta Gazette* of the 12th June last.

Baboo Ramakhoy Chatterjee, Deputy Magistrate and Deputy Collector of Pooree, is transferred to Midnapore, and vested with the powers of a Magistrate in the latter District.

Captain J. F. Sherer, Deputy Commissioner of Kamroop, to be a Deputy Commissioner of the Third Grade.

Captain W. C. S. Clarke, Officiating Deputy Commissioner of Seebsaugor, to be a Deputy Commissioner of the Fourth Grade.

Dr. F. N. Macnamara to be Chemical Examiner, and Professor of Chemistry in the Medical College, Calcutta.

Third Grade Sub-Assistant Surgeon Baney Madub Bose, on leave, to have Medical charge of the Civil Station of Rajmehal.

Third Grade Sub-Assistant Surgeon Nocoor Chunder Banerjee to have Medical charge of the Civil Station of Rajmehal, until the arrival of Sub-Assistant Baney Madub Bose, or until further orders.

Third Grade Sub-Assistant Surgeon Nundo Lall Ghose is appointed to the Vaccine Department at Darjeeling.

Baboo Mohun Chunder Burwah to be Ameen of Gowalparah.

Baboo Gunga Nath Burwah, Second Moonsiff of Kamroop, is promoted to Grade of Moonsiffs.

The 8th July 1867.—Mr. A. V. Palmer Deputy Collector of Customs, Calcutta, with ef from the 1st ultimo, and to continue to offici as Collector of Customs during the absence Mr. J. A. Crawford on special duty.

The 9th July 1867.—Lieutenant J. Butl Officiating Assistant Commissioner, Gowhatty to have charge of the Sub-Division o Mungledye, during the absence, on leave, of Mr J. J. S. Driberg, or until further orders.

Baboo Dinonath Addy, Deputy Magistrate and Deputy Collector of Nuddea, to have charge of the Sub-Division of Bongong, during the absence, on leave, of Mr. C. C. Quinn, or until further orders.

LEAVE OF ABSENCE.

The 3rd July 1867.—Lieutenant C. H. Garbett, Assistant Commissioner, Tezpore, for two months, on Medical Certificate, under the Financial Resolution, dated the 22nd February 1856, from the date on which he may have availed himself of the leave.

The 4th July 1867.—Mr. S. M. Smylie, Sub-Assistant Revenue Surveyor, Third Division, Lower Provinces, for one month, under paragraph 16 of the Uncovenanted Service Absentee Rules, from the date on which he may avail himself of the leave.

Third Grade Sub-Assistant Surgeon Baney Madub Bose, Deputy Superintendent of Vaccination, Darjeeling Circle, for three months, under paragraph 11 of the Uncovenanted Service Absentee Rules.

The 9th July 1867.—Mr. J. J. S. Driberg, Extra Assistant Commissioner of Mungledye, for two months, under the orders of the Right Hon'ble the Secretary of State, dated 8th November 1865, from the date on which he may avail himself of the leave.

Mr. C. C. Quinn, Assistant Magistrate and Deputy Collector of Bongong, for two months, from the 11th instant, under Section 6 of the Covenanted Service Absentee Rules.

NOTIFICATIONS.

The 1st July 1867.—Mr. W. W. Daly, Assistant Superintendent of Police, Cachar, having proceeded, on the 18th May last, to join his new appointment as Officiating District Superintendent of the District, the unexpired portion of the leave granted to him, under orders of the 25th March, and of which he availed himself from the 18th April 1867, is cancelled.

The 5th July 1867.—Mr. R. P. Jenkins, Officiating Commissioner of Patna, having joined his appointment on the 22nd ultimo, the unexpired portion of the leave granted to him, under orders of the 8th April last, is cancelled.

NOTIFICATION.

The 17th June 1867.—Under the provisions of Section XI. of Act VII. of 1864, the Lieutenant-Governor of Bengal is pleased to issue the following Notification in supersession of that issued by the Government of Bengal, under date the 16th May 1865, and published in the *Calcutta Gazette* of the 24th idem. The present Notification contains such alterations and additions as have

sanctioned from time to time, by the rnment of Bengal since the date of original cation :—

ieutenant-Governor of Bengal is pleased, e provisions of Section 42, Act VII. 1864, *(an Act to amend and consolidate relating to the manufacture, possession, t and sale of Salt in the Provinces under rol of the Lieutenant-Governor of Bengal,)* the 1st July next as the date from and after h the said Act shall come into operation.

2. Under the provisions of Section 12 of the said Act the Lieutenant-Governor is further leased to define the following limits as those thin which the possession and transport of Salt all be regulated in the manner provided in the id Act.

3. The whole tract of country, with the exception noted below, included between the sea-board the Bay of Bengal, and a continuous line rawn from the southernmost point of the coast Chittagong to the southernmost point of the ast of Pooree so as to include the following Dis-cts and parts of Districts :—

The District of Chittagong.
The District of Noakholly.
The District of Backergunge, except the Sub-vision of Madareepore
The Sub-Divisions of Khoolna and Bagirhaut, the District of Jessore.
The District of 24-Pergunnahs, except the b-Divisions of Baraset and Barrackpore.
The Police Stations of Sulkeah, Doomjor, undeepore, and Shampore, in the District of owrah.
The Sub-Divisions of Tumlook, Contai, and gwan, and the Police Station of Subhung, in District of Midnapore.
The Balasore District.
The Cuttack District.
The Pooree District.

4. Within the above limits the tract in and ut Calcutta and Howrah, lying within a ring-e as defined below, shall not be included, and rules prescribed under Sections 11 and 13, VII. (B. C.) 1864, shall not apply thereto, pt in regard to such premises as are occupied altpetre Refineries as specially defined by the l of Revenue. The boundary of the tract excluded shall run from Cossipore Ghât on eft bank of the River Hooghly following the Foundry Road and the Barrackpore Trunk d up to the Barrackpore Bridge over the ular Canal; thence along the right bank of Canal to its junction with the Narkuldangah ension Bridge, thence along the Narkul-ah Main Road up to its junction with the ular Road. The line shall thence follow the ular Road to its junction with the Bhowani-Road, and from that point shall follow the road to the foot-bridge over Tolly's Canal. that point it shall follow the Calcutta of the said Tolly's Canal to its mouth at ngs' Bridge and shall thence cross the River hly in a straight course to the mouth of the at the south-west extremity of Chur Ram-ore on the Howrah bank and following the ary between the villages of Ramkistopore hurparah shall strike the Trunk Road at uth-west angle of the premises of the Albion whence following the course of the afore-ad northward it shall run up to the junc-that road, with the road running south of the Howrah Jail and leading to the right bank of the River Hooghly. It shall then run along the river bank up to the Howrah Ghât; thence proceed westward by the public road up to its junction with the Trunk Road, north of the Howrah Hospital, and thence in a northerly direction, through the Station of Howrah, along the north side of the Ghoosery Road to its termination on the right bank of the River Hooghly, and it shall then pass in a straight course across that river to the Cossipore Ghât.

5. The Lieutenant-Governor is further pleased, under Sections 11 and 13 of Act VII. (B. C.) 1864, to prescribe the following Rules for regulating the manufacture, deposit, and transport of Salt within the limits above defined, and for securing the payment of duty thereon; as also for the granting of Rowannahs for Salt possessed or transported within the said limits and for fixing the fees to be paid for such Rowannahs.

RULES prescribed in accordance with Sections 11 *and* 13 *of Act VII. (B. C.) of* 1864, *(for regulating the manufacture, deposit, transport, and sale of Salt in the Provinces under the control of the Lieutennat-Governor of Bengal and for securing the payment of duty thereon.)*

MANUFACTURE OF SALT.

I. EVERY application for a License to manufacture Salt under the provisions of Section 7 of Act VII. (B. C.) of 1864, shall be presented to the Board of Revenue, and shall specify the Zillah, Pergunnah, Village, and Place in which the applicant proposes to manufacture Salt.

II. The Board of Revenue shall have full power to approve or to reject any such application for the manufacture of Salt, and the orders of the Board shall be final.

III. Immediately upon any application for License to manufacture Salt being sanctioned, the applicant shall execute an agreement, and shall thereupon receive from the Board of Revenue a License, the currency of which shall not extend beyond one year.

IV. The Board of Revenue may appoint in each case such Excise Officers as they shall consider necessary to supervise the manufacture of Salt under such License as aforesaid, as well as its weighment, transportation, and storage, with a view to prevent smuggling and to protect the revenue. The names of all such Officers employed at any manufactory shall be notified to the Owner or his Agent at the Salt works. Nothing in this rule shall, however, be construed as interfering with the powers vested in Police Officers by Act VII. (B. C.) 1864.

V. The Board of Revenue shall determine the amount to be paid by each manufacturer of Salt for maintaining the necessary Excise Establishment, and the times and manner of payment.

VI. Should any manufacturer fall into arrears in making any such payment, the Board of Revenue may, if they think proper, cancel the License granted to such manufacturer, or stop all further manufacture, until payment of the full amount due be made.

VII. The manufacture of Salt shall be closed on such date as the Board of Revenue may be pleased to prescribe in each individual case; the date being specified in the License of each manufacturer. All Salt manufactured after that date shall be held to be Salt manufactured *without* a License, and the provisions of Sections 5 and 6,

Act VII. (B. C.) 1864, shall apply to such Salt, and to its manufacturer. The License also shall be liable to be cancelled.

XXII. No Bond shall be taken for a period exceeding three years, but, on expiry of that period, with the sanction of the Board of Revenue, a renewed Bond may be executed for a further term of two years. Applications for the renewal of Bonds about to expire shall be presented to the Board of Revenue at least two months previous to their expiry.

XXIII. No Salt shall, on any account, be removed from a licensed Warehouse without the permission of the Board of Revenue, and any act in violation thereof shall subject the manufacturer, owner or mortgagee of the same to a penalty of Rupees 500, and the Salt thus removed shall be seized and confiscated. Provided that nothing in this Rule shall be held to prevent Government proceeding, if it see fit, under Section 16 of the Act.

XXIV. The Salt of the manufacture of each year shall be separately stored, and every act in violation of this Rule shall subject the whole of the Salt within the Warehouse to seizure and confiscation.

TRANSPORT AND SALE OF SALT.

XXV. In addition to the Special Rowannah prescribed by Section 19 of Act VII. (B. C.) of 1864, Rowannahs shall be of two kinds—

1*st*.—The Wholesale Rowannah, required to protect all Salt removed immediately from Warehouses or Ships.

2*nd*.—The Retail Rowannah, required for the protection of Salt being a portion of an original despatch covered by a Wholesale or Special Rowannah, but separated therefrom for purposes of sale or otherwise.

XXVI. Retail Rowannahs shall further be sub-divided into two kinds—

1*st*.—The Atrafee Rowannah, required to protect Salt which it may be intended to convey beyond the limits of the Police Station within which it may at the time be stored.

2*nd*.—The Charchittee, required to protect Salt which it may be intended to retain for sale within the limits of the Police Station within which it may at the time be stored.

XXVII. Wholesale Rowannahs shall be granted only by the Board of Revenue, on application being presented on stamped paper of the value prescribed for petitions to the said Board, and on payment of certain frees specified in the Schedule hereto annexed. The Rowannah shall specify—

1*st*.—The quantity of Salt to be transported under its protection;

2*nd*.—The description of Salt;

3*rd*.—The place whence the Salt is deliverable;

4*th*.—The mode of conveyance;

5*th*.—The destination of the Salt, and

6*th*.—The route by which the Salt shall be conveyed.

A Wholesale Rowannah shall be current for only one year from the date of issue, after which it shall be null and of no effect. The holder of a Wholesale Rowannah, the currency of which is about to expire, may apply to the Board of Revenue for a renewed Rowannah, which the Board shall grant on sufficient cause being shewn, and on the Salt being identified to their satisfaction.

XXVIII. If any person who shall have become possessed of a Wholesale Rowannah shall desire to make any alteration in the terms ... fied therein, permissible under these Rules may, by application to the Board of Revenu stamped paper of the value prescribed for p to the said Board, obtain an Exchange Ro which shall, for all the purposes of the A of these Rules, be considered to be a W Rowannah.

XXIX. Blank Forms of Retail Rowann either kind shall be obtainable from the Col of the District or from the Deputy Collector charge of the Sub-Division within which the Sa is stored at the time of application, provided such Officer shall have been empowered by the Collector to grant such Rowannahs.

A Retail Rowannah shall specify—

1*st*.—The quantity and description of Salt covered by it, which shall, in no case, exceed 100 maunds;

2*nd*.—The time for which it is current, which shall, in no case, exceed six months;

3*rd*.—The number and date of the Rowannah from which the Salt was obtained;

4*th*.—The destination of the Salt;

5*th*.—The route by which the Salt shall be carried;

6*th*.—The mode of conveyance;

7*th*.—The name of the consignee or purchaser.

XXX. A fee of four annas shall be levied on every Retail Rowannah No. 1.*

* Atrafee Rowannah.

XXXI. Wholesale Rowannah holders are hereby empowered to issue to Furriahs or retail vendors Retail Rowannahs of both the descriptions specified in Rule 25, and holders of Retail Rowannahs, No. 1, are similarly empowered to issu Retail Rowannahs, No. 2, to Furriahs or retai vendors.

XXXII. Special Rowannahs, granted unde Section 19 of Act VII. (B. C.) of 1864, shall, a nearly as possible, resemble Wholesale Rowannahs and the Rules regarding Wholesale Rowannah shall also apply to them. Salt conveyed into th limits notified under Section 12 of the Act, fro Ships or Warehouses in Calcutta and Howra will require to be protected by a special Rowa nah.

XXXIII. Every Wholesale and every Ret Rowannah shall always be kept with the Salt which it refers, and on demand by any Pol Officer above the rank of Canstable shall be for with produced for examination. When, howev under the provisions of the Rule next follow a despatch of Salt covered by a Wholesale Retail Rowannah is laden on more than one bo or cart, or drove of bullocks, or gang of cooli it will be sufficient if the Wholesale or Ret Rowannah covering the entire despatch of S be produced within twenty-four hours.

XXXIV. If it be necessary in any way divide any lot of Salt covered by a Wholesale Retail Rowannah, the owner of the Salt or person acting in his behalf shall apply for, shall be furnished with Chellans, the numbers particulars of which, shewing the quantity Salt protected by each Chellan separately, s be endorsed on the Rowannah. Such Chel shall be given up when the Salt of the desp has to pass out of the limits notified under Sec 12 of the Act, or is transferred to other b carriages, &c. A Chellan, therefore, can protect Salt in itself, or independently o Rowannah, to which it is merely subsidiary.

XXXV. If any person i… ge of Salt shall fail to comply with the r… s of Section 22 of the Act, the owner of … t shall be liable …ne not exceeding Rupe…

XXXVI. Any person in charge of Salt in transit within the limits notifi…d under Section 12 …ct shall be bound to stop at every Police …ation upon the line of route laid down in …annah, whether Wholesale or Retail, and …esent his Rowannah to the Chief Officer …n Station for endorsement, and shall, if re…, allow his Salt to be examined.

XXXVII. The proprietor of any Salt, the …nah of which shall not be endorsed in the …r prescribed in the preceding Rule, shall …le to a fine not exceeding Rupees 500; and …hall appear to the Officer trying the case …he omission was made with fraudulent in…ne shall direct the Salt to be confiscated.

XXXVIII. The names of the Police Pass …ions, at which it will be necessary for proprie… of Salt to have their Salt and Passes exa…ed and endorsed, shall be notified, from time …me, in the *Calcutta* and *Exchange Gazettes*.

XXXIX. On a despatch of Salt covered by a …lesale or Attraffee Rowannah arriving at the …rehouse or Shop of any Salt trader situated in …place within the limits notified in Section 12 …the Act, the proprietor shall, within twenty… hours, notify its arrival in writing to the …llector of the District, specifying in such notice …description, number, and date of the Rowannah, …quantity and description of Salt covered by it, …d the place whence the Salt was obtained. …mission or neglect to comply with this Rule …ll render such trader liable to a penalty not …eeding Rupees 10 for each offence.

XL. Every Salt trader carrying on business …hin the limits notified under Section 12 of the …t shall, on the 1st of every month, submit to …e Collector of the District, or to the nearest …okaree Darogah, a signed Statement specifying …e quantity of Salt sold under each Wholesale or …traffee Rowannah in his hands during the previ…s month, as well as the quantity of Salt remain…g in store under each such document on the last …of such month. Omission or neglect to com… with this Rule shall subject such trader to a …e of Rupees 20 for each offence.

XLI. The Board of Revenue shall, from time …time, prescribe forms for the Agreements, Appli…ions, Bonds, Licenses, Rowannahs, and other …ocuments required under the above Rules.

…hedule of Fees to be paid by persons taking out … Wholesale, Renewed, Special or Exchange Row…annahs.

				Rs.	As.	P.
…rom	1 to 500	Maunds	…	1	0	0
„	501 to 1,000	„	…	1	8	0
„	1,001 to 1,500	„	…	2	8	0
„	1,501 to 2,000	„	…	3	0	0
„	2,001 to 2,500	„	…	4	0	0
„	2,501 to 3,000	„	…	4	8	0
„	3,001 to 3,500	„	…	5	8	0
„	3,501 to 4,000	„	…	6	0	0
„	4,001 to 4,500	„	…	7	0	0
„	4,501 to 5,000	„	…	7	8	0
„	5,001 to 5,500	„	…	8	8	0
„	5,501 to 6,000	„	…	9	0	0
„	6,001 to 6,500	„	…	10	0	0
„	6,501 to 7,000	„	…	10	8	0

NOTICE.

In accordance with No. 38 of the above Rules, the following List of Pass Stations, at which Rowannahs or Passes protecting Salt in transit will, from the 1st July next, be examined and endorsed, is published for the information and guidance of all persons whom it may concern :—

DISTRICTS.	Places at which Pass Stations are situated.
Chittagong …	Sudder Ghât, on the north bank of the Kurnafoolee River, in the Civil Station of Chittagong.
Noacolly …	1. Bullummarrah Chur, on the east or left bank of the Megna. 2. Modoopoorah or south end of Kakrah Chur.
24-Pergunnahs ..	1. Kidderpore, on Tolly's Canal, south bank. 2. Balleaghatta, on the Eastern or Circular Canal.
Howrah ..	1. Bali, at the mouth of the Balikhal, on the west or right bank of the River Hooghly. 2. Sunkrail, on the right or west bank of the River Hooghly.
Midnapore ..	1. Gewahkhalee, at the mouth of the Roopnarain River. Tumlook, o… the right bank of th… e Roopnarain River, at … the Station of Tumlook. Pengrakh… halee, on the north …k of t… he Huldee River, … the m… outh of the Per…khal… ee Canal. 4. …it… ghur, opposite Kaleent… er, on the Russoolpore Riv… r, south bank.
24-Pergunnahs ..	3. …Attarahbankee, at the mouth of the Bidyadhuree River, the termini of the East India Railway at Howrah, of the Eastern Bengal Railway at Sealdah, and the South-Eastern Railway at Sealdah. 4. Kaleegungee, the Head-Quarters of the Police Station of Kaleegunge, on the south bank of the Kaleegunge River.

FORT WILLIAM,
Th… e 16th May 1865.

NOTIFICATION.

The 4th July 1867.—The Declaration published i… n the *Calcutta Gazette*, under date the 17th Octob… er 1866, for the acquisition, under the provisions … f Act VI. of 1857, of land at Kuncurgatcheea for … a Cemetery for the Armenian Community, is hereby cancelled.

The following Orders issued by the Government of India, in the Home Department, are re-published for general information :—

Notifications.—No. 1751.—*Simla, the* 26*th June* 1867.—The services of the Reverend J. M. Thomson, Junior Chaplain of the Church of Scotland, are placed at the disposal of the Government of the North-Western Provinces.

No. 1781. —*The* 27*th June* 1867.—Lieutenant-Colonel D. C. Vanrenen, Superintendent of Revenue Surveys, Lower Circle, is allowed the usual preparatory leave to enable him to apply for leave on medical certificate to Europe.

Major John Macdonald, Revenue Surveyer in charge of the 4th Division, Central Provinces, is appointed to officiate as Superintendent of Revenue Surveys, Lower Circle, during the absence on leave of Lieutenant-Colonel Vanrenen, or until further orders.

The following Order issued by the Government of India, in the Military Department, is re-published for general information :—

No. 649.—*Simla, the* 24*th June* 1867.—The undermentioned Officer is permitted to proceed to Europe on leave of absence on sick certificate :—

Lieutenant-Colonel Donald Campbell Vanrenen, of the Royal Artillery, Deputy Surveyor-General, with the superintendence of the Revenue Surveys in the Lower Provinces ...	For 20 months, under the new Regulations.

DECLARATION UNDER SECTION 2, ACT VI. OF 1857.

The 4*th July* 1867.—Whereas it appears to the Hon'ble the Lieutenant-Governor of Bengal that land is required to be taken for a public purpose, *viz.*, for embankments of the Calcutta Municipal Railway, it is hereby declared that for the above purpose, 3 plots of land containing 4 beegahs, 7 cottahs, 2 chittacks, 5 square feet, more or less, situated in Khas Mehal D[illegible]ee Punchannogram, are required.

Plot A. comprises 1 beeg[illegible] cottahs, 11 chittacks, more or less, is record[illegible] part of Holding No. 50, Sub-Division H., G[illegible]vision IV., and is bounded on the North b[illegible]alcutta Municipal Railway Line ; on th[illegible] and West by a Public Drain ; on the E[illegible]ly by the Public Drain, and part[illegible] land belonging to the same Holding.

Plot B. com[illegible]n area of 1 beegah, cottahs, 12 chitt[illegible]and 10 feet, is recorde part of Holding [illegible]. 62, Sub-Division J., G Division IV., and is bounded on the Nort the Municipal Railway Line, and on th East, and West by land belonging to t Holding.

Plot C. comprises an area of 1 [illegible] 16 cottahs, 12 chittacks, 40 feet, is recor part of Holding No. 144, Sub-Division L., Division IV., and is bounded on the North Calcutta Municipal Railway ; on the Sou Holding No. 176, the property of Takoo Pyke ; on the West by Holding Nos. 142, and 167, the properties of Takoordoss Dwarkanath Bose, Buktar Nicary, and Mo Noorul Huk, respectively ; and on the East kutcha lane and lands within Pergunnah Calc District 24-Pergunnahs.

This Declaration is made, under the provisi of Act VI. of 1857, to all whom it may conce

DECLARATION UNDER SECTION 2, ACT VI. 1857.

The 8*th July* 1867.—Whereas it appears to Lieutenant-Governor of Bengal that land is quired to be taken at the public expense, fo public purpose, *viz.*, for a Burial Ground for residents of Kidderpore, Garden Reach, &c., it hereby declared that, for the above purpose, piece of land, measuring 4 beegahs, 8 cottah more or less, situated at Mouzah Kidderpo Pergunnah Magoorah, District of 24-Pergunnah is required.

It is bounded on the North by the Jollah Roa on the South and East by a Drain ; on t West partly by a Tank and partly by the Badan tollah Road.

This Declaration is made, under the provision of Section 2., Act VI. of 1857, to all whom may concern.

HALF-YEARLY Statement of Mofussil Police Superannuation Fund from May to October 1866.

	Receipts.			Charges.			
	Deductions from Pay Abstracts, &c.	Interest.	Total.	Refunds and charges.	Pensions.	Total.	Balance on the 31st October 1866.
	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.
May	6,928 15 11	385 0 0	7,313 15 11	462 12 10	.....	462 12 10	
June	7,076 9 0	325 0 0	7,401 9 0	214 0 0	.....	214 0 0	
July	10,638 3 10	272 8 0	10,910 11 10	186 0 0	.....	186 0 0	
August	7,056 8 0	287 8 0	7,344 0 0	610 12 0	.....	610 12 0	
September	6,942 11 11	342 8 0	7,285 3 11	60 0 0	.....	60 0 0	
October	6,704 3 11	645 0 0	7,349 3 11	39 0 0	.....	39 0 0	
Balance on the 30th April 1866 ...	.....	.....	95,505 0 4	... ..	.....	.....	
Total ...	45,347 4 7	2,257 8 0	43,109 12 11	1,572 8 10	.....	1,572 8 10	2,41,537 4 1

H. L. DAMPIER,
Offg. Secy. to the Govt. of Bengal.

Public Works Department,—Bengal.

ESTABLISHMENTS.

No. 226.

The 3rd July 1867.

Posting.—Captain R. DeBourbel, R. E., Superintending Engineer, Second Class, Second Grade, Officiating Superintending Engineer, Assam Circle, is permanently posted to that Circle.

No. 227.

The 5th July 1867.

Notification.—Major F. H. Cobbe, R. A., Officiating Superintending Engineer, South-Eastern Circle, to assume temporary charge of the Assam Circle, in addition to his own duties, pending the appointment of a Superintending Engineer to that Circle, or until further orders.

No. 228.

Erratum.—In Notification No. 132* of the 11th April 1867, for "25th" read "23rd."

* Mr. Adam's joining the Presidency Division.

No. 229.

Transfer.—Baboo Dwarkanath Roy, Accountant, Fourth Grade, attached to the Central Office of Accounts, Bengal, is transferred as Divisional Accountant to the Dacca Division.

No. 230.

The 9th July 1867.

Appointment.—Lieutenant J. Dundas, R. E., Executive Engineer, Fourth Grade, Officiating Assistant to the Chief Engineer, Bengal, and Officiating Assistant Secretary in this Department, is confirmed in that appointment.

No. 231.

MILITARY.

The 9th July 1867.

Declaration under Section 2 of Act VI. of 1857.—Whereas it appears to the Lieutenant-Governor of Bengal that land is required to be taken up at the public expense, for a public purpose, *viz.*, for manufacturing bricks, at Barrackpore, it is hereby declared that, for the above purpose, two plots of land, Nos. 3 and 4, measuring 101 beegahs, 4 cottahs, more or less, situated at Mouzah Pultah and Chunderpookuriah, Pergunnah Calcutta, District 24-Pergunnahs, are required.

Plot No. 3 measures 31 beegahs, 12 cottahs, and 4 chittacks, and is bounded on the North by garden land belonging to Jomeer Halloh Mistry and paddy lands belonging to Pootoo Mullick and Modocsoodun Newgie; on the South by paddy lands belonging to Rumanath Chatterjee, Jomeer Halloh Mistry, Pootoo Mullick, and Shaik Khakur; on the East by the Pulta Road; and on the West partly by a private lane and partly by paddy lands belonging to Chotto Luckhun Ghose, Pootoo Mullick, Kadar Mullick, and Rutton Chuckerbutty.

Plot No. 4 measures 69 beegahs, 11 cottahs, and 12 chittacks, and is bounded on the North by Paddy lands belonging to Jomaintollah Mistry, Bhyrub Ghose, Goluck Lahooree, Shaik Halim, Rumanath Chatterjee, Shaik Haboo Jaun, and Nobin Ghose; on the South by Government Waste Land; on the East by paddy lands belonging to Nobin Ghose, Shaik Haniff, Nilmoney Bhuttacharjee, and Motee Halder; and West by the Pultah Road.

2. This declaration is made, under the provisions of Act VI. of 1857, to all whom it may concern.

J. E. T. NICOLLS, *Lieut.-Col., R. E.,*
Secy. to the Govt. of Bengal,
P. W. D.

Pub. Works, (Railway,) Dept.,—Bengal.

Fort William, the 8th July 1867.

Notification.—Captain C. H. Luard, R. E., Officiating Deputy Consulting Engineer to Government of Bengal, Railway Department, having returned from special duty in Burmah took over charge from Lieutenant K. C. Pye, R. E., on the afternoon of the 8th instant.

F. S. TAYLOR, *Captain, R. E.,*
Joint-Secy. to Govt. of Bengal, P. W. D.,
Railway Branch.

STATEMENT shewing the Quantity of Salt in Store available for exportation on private trade at each of the several Ports of Export in the undermentioned Districts:—

Name of District.	Salt in ... ready available for export on private trade.	Quantity remaining in Store actually available for export on 1st June 1867.	Remarks.
		Indian Mds.	
Go...	...conada	1,12,600	
...	...izampatam ...	39,766-20	Boats available at all times.
Nellore ...	Iskapalli ...	1,18,434	Boats easily obtainable.
	Varini ...	1,51,923	
Madras ...	Madras ...	1,60,582	
	Ennore ...	1,47,640	
	Covelong ...	2,00,639	
South Arcot ...	Merkanum ...	10,200	
Tanjore ...	Vedarniem ...	58,380	
Total ...	.....	10,00,164-20	

N. B.—Salt for export will be supplied by Government at the rate of 15 Rupees per 100 Indian Maunds, which includes charges of shipment, except at the Port of Madras, where the Salt will be delivered on the Beach.

J. R. COCKERELL,
Sub-Secretary.

REVENUE BOARD OFFICE;
Madras,
The 21st June 1867.

PUBLISHED for general information.

By Order of the Board of Revenue,

R. L. MANGLES,
Offg. Junior Secretary.

FORT WILLIAM,
The 9th July 1867.

No. 1455.

Opium Notification.

NOTICE is hereby given that the Seventh Sale of Opium, the provision of 1865-66, will be held at the Exchange Hall, on Wednesday, the 10th July 1867, at 11 A. M., and will comprise 4,000 Chests, *viz.*:—

Behar Opium	...	2,000 Chests.
Benares „	...	2,000 „
Total Chests	...	4,000

2. The general conditions of the sale now advertized will be the same as usual. They may be ascertained by reference to the Notification issued on the 1st October 1866, and published in the *Government* and *Exchange Gazettes*, or on application at the Office of the Board of Revenue.

3. The latest dates for deposit and clearance will be the 15th and 25th July respectively, that is to say, no Bank of Bengal Receipts, Government Promissory Notes, or other Public Securities that may be tendered for deposit in redemption of Promissory Notes given by purchasers in the Sale-room, will be received after P. M. of Monday, the 15th July 1867, and no of Bengal Receipts in full payment of lots accepted after 4 P. M. of Thursday, the 25 867.

4. In addition to the qu ver-tized for sale, the followin quan or less, of Behar and Benares Opium w to sale in the present year on or about the dates specified below. The Board, however, reserve to themselves the right of altering these dates, should circumstances render it expedient to do so :—

	Behar about Chests.	Benares about Chests.	Total about Chests.
On or about Friday, 9th Aug. 1867.	2,000	2,000	4,000
On or about Monday, 9th Sept. „	2,000	2,000	4,000
On or about Wednesday, 16th Oct. „	2,000	2,000	4,000
On or about Monday, 11th Nov. „	2,000	2,000	4,000
On or about Friday, 6th Dec. „	2,000	2,000	4,000
Total ...	10,000	10,000	20,000

By Order of the Board of Revenue, L. P.,

R. L. MANGLES,
Offg. Junior Secretary.

FORT WILLIAM,
The 4th June 1867.

No. 1792.

Opium Notification.

NOTICE is hereby given that the Eighth Sa Opium, the provision of 1865-66, will be hel the Exchange Hall, on Friday, the 9th Au 1867, and will comprise 4,000 Chests, *viz.*:—

		Ch
Behar Opium	...	2,000
Benares „	...	2,000
Total Chests	...	4,000

2 The general Conditions of the Sale now advertized will be the same as usual: they may be ascertained by reference to the Notification issued on the 1st October 1866, and published in the *Government* and *Exchange Gazettes*, or on application at the Office of the Board of Revenue.

3. The latest dates for deposit and clearance will be the 14th and 24th August, respectively, that is to say, no Bank of Bengal Receipts, Government Promissory Notes, or other public Securities that may be tendered for deposit in redemption of Promissory Notes given by purchasers in the Sale-room will be received after 4 P. M. of Wednesday, the 14th August 1867, and no Bank of Bengal Receipts in full payment of lots will be accepted after 4 P. M. of Saturday, the 24th August 1867.

4. In addition to the quantity above advertized for sale, the following quantities, more or less, of Behar and Benares Opium, will be brought to sale in the present year on or about the dates specified below. The Board, however, reserve to themselves the right of altering these dates, should circumstances render it expedient to do so :—

	Behar about Chests.	Benares about Chests.	Total about Chests.
On or about Monday, 9th September 1867	2,000	2,000	4,000
On or about Wednesday, 16th October „ ...	2,000	2,000	4,000
On or about Monday, 11th November „ ...	2,000	2,000	4,000
On or about Friday, 6th December „ ...	2,000	2,000	4,000
Total ..	8,000	8,000	16,000

By Order of the Board of Revenue, L. P.,

R. L. MANGLES,
Offg. Junior Secretary.

FORT WILLIAM,
The 2nd July 1867.

Notice

Is hereby given, that ROMANATH MANNAH has been appointed Licensed Stamp Vendor at Hautkhollah, in the Town of Calcutta, *vice* NOCOOR CHUNDER KUR, resigned.

J. MACKENZIE,
Collector of Stamp Revenue.

CALCUTTA;
Stamp Office,
The 9th July 1867.

Notification.

BABOO CHUNDEE CHURN DUTT, the Second Clerk of the Deputy Commissioner's Office at Pakour, to be the Money Order Agent at that Station.

BABOO TARENEY CHURN MOOKERJEE, the Third Clerk of the Soory (Beerbhoom) Collectorate, to be the Money Order Agent at that Station, *vice* Baboo Kally Narain Roy.

BABOO PUNCHANON BANERJEE to be the Money Order Agent at Purneah, *vice* Baboo Chunder Bhuttacharjea.

HUGH SANDEMAN,
Accountant-General, Bengal.

FORT WILLIAM,
the 8th July 1867.

Revenue Survey Department.

No. 29.

Transfers.—Mr. D. W. Burnett, Assistant Revenue Surveyor, Third Class, from the Head-Quarter's Office, Calcutta, to the Third Division, Lower Provinces.

2. Mr. H. L. Pemberton, Assistant Revenue Surveyor, Third Class, from the Third Division, Central Provinces, to the Head-Quarter's Office, Calcutta.

3. Mr. P. H. W. Brady, Sub-Assistant Revenue Surveyor, First Class, from the Head-Quarter's Office, Calcutta, to the Third Division, Central Provinces.

4. Mr. J. Mills, Sub-Assistant Revenue Surveyor, Second Class, from the Second Division, Oudh, to the Head-Quarter's Office, Calcutta.

5. Mr. H. Wray, Sub-Assistant Revenue Surveyor, Second Class, from the Second Division, Lower Provinces, to the Second Division, Oudh.

D. C. VANRENEN, *Lieut.-Col.*,
Deputy Surveyor-General.

CALCUTTA,
The 6th July 1867.

Orders by the Vice-Chancellor and Syndicate of the Calcutta University.

THE undermentioned Students have passed the Examination for a Licence in Civil Engineering :—

FIRST DIVISION.

In Order of Merit.

H. R. Lackersteen	...	Presidency College, C. E. Dept.
Chetter Nath Ghose	...	Ditto ditto.
Umerto Lall Chowdry	...	Ditto ditto.
Bhoobun Mohun Bose	...	Ditto ditto.

SECOND DIVISION.

In Order of Merit.

Preo Nath Banerjea	...	Presidency College, C. E. Dept.
Unadi Nath Mookerjea	...	Ditto ditto.

J. SUTCLIFFE, M. A.,
Registrar.

The 1st July 1867.

Orders by the Vice-Chancellor and Syndicate of the Calcutta University.

THE following changes in the Bye-Laws and Regulations of the Calcutta University, having received the sanction of the Senate and of His Excellency the Viceroy and Governor-General in Council, are hereby promulgated for general information :—

Form of Certificate required from Candidates for the Entrance Examination.

I certify that the abovenamed Candidate has, to the best of my belief, attained the age of 16 years; that I know nothing against his moral character; that he has not already passed the Entrance Examination of the Calcutta University; that there is, in my opinion, a reasonable probability of his now passing it, and that he has signed the above application.

This Certificate is to be signed by the Principal or Head Master of the College or School at which the Candidate has been or is being educated, or, if he be a private* student, by the Principal of an Affiliated College or by a Government Inspector of Schools.

The 1867.

Form of Certificate required from Candidates for the First Examination in Arts.

I certify that the above-named Candidate has satisfied me by the production of the Registrar's Certificate, that he has passed the Entrance Examination of the University of Calcutta; that I know nothing against his moral character; that there is, in my opinion, a reasonable probability of his now passing the First Examination in Arts, and that I believe the subjoined account to be true.

This Certificate to be signed by a Principal or Head Master of an Affiliated Institution.

Form of Certificate required from Candidates for the First Examination.

I certify that the above-named Candidate has satisfied me, by the production of the Registrar's Certificate, that he has passed the First Examination in Arts of the University of Calcutta; that I know nothing against his moral character; that there is, in my opinion, a reasonable probability of his now passing the B. A. Examination, and that I believe the subjoined account to be true.

This Certificate to be signed by a Principal or Head Master of an Affiliated Institution.

The following paragraph is added to the Regulations for Honors in Arts :—

"A fee of Rupees 50 shall be payable by each Candidate. No Candidate shall be admitted, unless he shall have paid this fee to the Registrar. A Candidate who fails to pass, or present himself for Examination, shall not be entitled to claim a refund of the fee."

J. SUTCLIFFE, M. A.,
Registrar.

The 1st July 1867.

* Private Student :—One who has attended at no Educational Institution for six months before the Examination, and applications of Private Students must be forwarded to the Registrar not later than the 31st October.

Wanted,

For the Office of the Deputy Commissioner, Kamroop, Assam, a "Head Assistant and Translator," salary, Rupees (90) ninety per month. He must possess a good knowledge of English, Bengali, and Assamese. Applications and Testimonials to be sent to the undersigned.

J. F. Sherer,
Dy. Commr. of Kamroop, Assam.

Gowhatty;
Deputy Commr.'s Office,
The 10th June 1867.

Wanted,

A Clerk as Record-keeper for the Office of the Commissioner of Cooch Behar Division. Salary, Rupees 60. None need apply who are not from experience thoroughly competent. Apply to

Denonath Mookerjee,
Personal Assistant to the Commissioner of Cooch Behar Division.

Julpigoree,
The 28th June 1867.

Notification.

Mr. W. H. Barber receives charge of the Chittagong Treasury from Mr. W. Sarson, Deputy Collector, on the 1st [illegible] 1867, and he has been empowered to draw [illegible]s on all Public Treasuries.

[illegible]don Young,
Commissioner.

Commr.'s Office;
Chittagong,
The 8th June 1867.

Notification.

Mr. Assistant Collector H. Mosley has been placed in charge of the Shahabad Treasury from the 23rd current, and authorized to draw Bills on other Treasuries.

J. W. Dalrymple,
Commissioner.

Patna Commr.'s Office,
The 31st May 1867.

Notification.

Mr. Deputy Collector E. G. Fisher has been placed in charge of the Sarun Treasury from the 28th ultimo, and authorized to draw Bills on other Treasuries.

J. W. Dalrymple,
Commissioner.

Patna Commr.'s Office,
The 3rd June 1867.

Notice.

The Office of the Commissioner of Revenue and Circuit, Presidency Division, has been removed to No. 2, Theatre Road.

R. B. Chapman,
Officiating Commissioner.

Commr.'s Office,
Presidency Division,
Calcutta, the 13th June 1867.

Notice.

Deputy Collector, Mr. DaBreu, has been placed in charge of the Shahabad Treasury from the 24th instant, and authorized to draw Bills on other Treasuries.

R. P. Jenkins,
Offg. Commissioner.

Patna Commr.'s Office,
The 29th June 1867.

Notice.

Mr. Deputy Collector G. Herklots has been placed in charge of the Midnapore Treasury, and authorized to draw Bills on other public Treasuries.

C. F. Montres[illegible],
Commissioner.

Commissioner's Office;
Hooghly.
The 28th June 1867.

Nuddea Rivers.

Weekly Water Report shewing the least depth of water in the Bhagiruttee River from 22nd to 30 June 1867.

Names of Places, &c.	Least Depth of Water.		Remarks.
	Ft.	In.	
On the Entrance Bar...	15	6	First steamer has passed down the entrance on 29th June 1867, 6 P. M.
From thence to Jungypore 13½ miles ...	11	0	
From Jungypore to Berhampore 46 miles ...	12	0	
From Berhampore to Cutwa 50 miles ...	10	6	
And from Cutwa to Nuddea 46 miles ...	10	9	

Height of water on gauge, Berhampore, on the 1st July 186[illegible] × 11 feet 8 inches above zero.

G. W. Vivian, C. E.,
Offg. Exe. Engr., Berhampore Divn.

Berhampore,
The 1st July 1867.

RETAIL PRICES OF FOOD AS REPORTED TO THE BOARD OF REVENUE, L. P., FOR THE WEEK ENDING 6TH JULY 1867.

Number of Seers of 80 Tolahs weight retailed for a Rupee.

AT	Date of Return from each District.	Cleaned Rice in Ordinary use.			Pulses in Ordinary use.			Wheat.		Attah.		Janera, Jowar and such Grains.	
		Dearest sort.	Cheapest sort.		Dearest sort.	Cheapest sort.		Ordinary price at this Season.	Present price of cheapest kind.	Ordinary price at this Season.	Present price of cheapest kind.	Ordinary price at this Season.	Present price of cheapest kind.
			Ordinary price at this Season.	Present price.		Ordinary price at this Season.	Present price.						
Districts in which the prices are same or nearly the same.													
...ung ...	17th June 1867	8	32	11	7	20	11	13	6	8	4	...	...
...gong ...	24th „	8	10	10	20	26	26	8	8	5	5	...	...
...bsaugor ...	10th „	9	30	12	6	12	12	20	7	8	3	...	...
...augulpore ...	30th „	$20\frac{3}{16}$	$30\frac{5}{16}$	$22\frac{3}{4}$	$17\frac{1}{16}$	$22\frac{11}{16}$	$19\frac{11}{16}$	$37\frac{7}{8}$	$22\frac{11}{16}$	25	$15\frac{1}{8}$	$50\frac{3}{8}$	$31\frac{9}{16}$
...arjeeling ...	1st July 1867	5	8	10	4	$5\frac{1}{2}$	$6\frac{1}{2}$	...	...	4	4	16	16
Nya-Doomka ...	1st „	...	35	17	...	20	15	25	14	16	9	50	22
Pakour ...	30th June 1867	16	25	21	16	26	18	27	24	20	16	...	...
Howrah ...	2nd July 1867	15	26	19	15	19	19	12	15	12	8	...	...
Bullooah ...	1st „	16	34	25	8	35	15	...	...	4	4	...	...
Pooree ...	24th June 1867	$10\frac{1}{2}$	$36\frac{3}{4}$	$11\frac{13}{16}$	$10\frac{1}{2}$	$23\frac{5}{8}$	$13\frac{1}{8}$	$23\frac{5}{8}$	$9\frac{7}{8}$	$18\frac{3}{8}$	$7\frac{7}{8}$	...	...
Cachar ...	24th „	20	$24\frac{1}{2}$	$22\frac{1}{2}$	10	10	12	$7\frac{1}{2}$	8	4	5	...	...
Arya ...	1st July 1867	15	23	17	17	20	19	26	17	21	14	31	21
Sarun ...	29th June 1867	8	25	20	23	26	26	28	22	22	18	40	30
Pubna ...	30th „	15	24	$22\frac{1}{2}$	8	32	$22\frac{1}{2}$	19	20	$9\frac{3}{4}$	$10\frac{1}{2}$	...	...
Districts in which all or most articles are dearer.													
Godda ...	29th June 1867	20	25	22	16	16	20	20		16	13	40	35
Bancoorah ...	30th „	$12\frac{1}{2}$	40	$21\frac{1}{4}$	$13\frac{1}{4}$	27	$17\frac{1}{2}$	15	15	$10\frac{1}{2}$	$10\frac{1}{2}$	25	5
Midnapore ...	1st July 1867	19	21	21	15	16	16	2	12	8	$8\frac{3}{4}$	...	...
Balasore ...	1st „	12	30	16	7	16	11	3	12	10	8	...	...
Furreedpore ...	30th June 1867	18	20	20	22	22	22	0	20	9	9	...	...
Mymensing ...	1st July 1867	16	25	16	8	20	18	0	8	8	6	...	...
Sylhet ...	21st June 1867	$13\frac{1}{2}$	50	$23\frac{1}{2}$	10	60	20		10	13	6	...	...
Patna ...	29th „	18	$18\frac{1}{4}$	20	16	$24\frac{5}{8}$	32		24	$15\frac{5}{16}$	16	24	35
Rungpore ...	1st July 1867	$9\frac{9}{16}$	24	15	$14\frac{3}{8}$	25	20		17	9	9	...	...
Districts in which all or most articles are cheaper.													
Kamroop ...	22nd June 1867	8	15	14				16	16	8	$6\frac{1}{3}$	...	...
Monghyr ...	2nd July 1867	$13\frac{1}{2}$	26	$17\frac{1}{2}$	16			35	25	30	19	40	30
Deoghur ...	1st „	...	30	18	10			20	18	16	18	...	...
Rajmehal ...	30th June 1867	12	27	18	9			31	24	16	16	40	35
Hooghly ...	1st July 1867	11	17	18	$13\frac{1}{4}$			16	15	10	9	20	16
Chittagong ...	1st „	14	19	19	7			16	18	9	10	...	...
Tipperah ...	1st „	12	45	26	7			20	12	12	6	...	...
Lohardugga ...	29th June 1867	10	31	19				16	$13\frac{3}{4}$	12	$9\frac{1}{2}$	40	17
Calcutta ...	8th July 1867	14	22	$17\frac{1}{2}$				17	$14\frac{1}{2}$	10	$8\frac{1}{2}$	...	...
Nuddea ...	1st „	$14\frac{9}{16}$	$23\frac{3}{4}$	$17\frac{5}{16}$				$15\frac{5}{8}$	17	$10\frac{5}{8}$	10	...	...
Shahabad ...	1st „	8	24	19				23	20	18	18	30	27
Bograh ...	1st „	13	$20\frac{1}{2}$	22				15	15	8	8	...	...
Districts in which some articles are dearer and some cheaper.													
Howalparah ...	1st July 1867	$10\frac{1}{2}$	14	$11\frac{1}{2}$	$9\frac{1}{2}$	$11\frac{3}{4}$	$13\frac{1}{4}$	20	20	$6\frac{1}{2}$	$6\frac{1}{2}$	...	...
Purneah ...	1st „	21	42	23	16	30	30	30	35	20	18	40	30
Beerbhoom ...	1st „	21	25	23	7	26	14	21	17	17	13	68	18
Burdwan ...	30th June 1867	$20\frac{1}{4}$	$22\frac{1}{2}$	$22\frac{1}{2}$	12	19	17	$17\frac{1}{2}$	17	12	9	...	...
Hazareebaugh ...	1st July 1867	$8\frac{1}{4}$	25	$16\frac{1}{2}$	13	33	20	20	14	16	11	36	21
Backergunge ...	1st „	21	20	26	$7\frac{3}{4}$	20	20	11	10	8	$7\frac{1}{2}$	...	...
Dacca ...	1st „	17	40	23	16	$16\frac{3}{4}$	20	16	16	8	11	...	...
Jessore ...	4th „	$7\frac{1}{2}$	17	20	12	$31\frac{1}{2}$	23	21	15	$10\frac{3}{4}$	$7\frac{1}{2}$	...	...
24-Pergunnahs ...	1st „	15	16	$18\frac{3}{4}$	$10\frac{1}{2}$	20	...	$13\frac{1}{4}$	16	8	$10\frac{1}{2}$	20	16
Tirhoot ...	1st „	$16\frac{1}{4}$	30	18	22	28	23	24	20	20	17	40	$28\frac{3}{4}$
Maldah ...	1st „	17	25	18	20	33	$33\frac{3}{4}$	23	$21\frac{1}{2}$	14	17	...	...
Moorshedabad ...	30th June 1867	$14\frac{1}{2}$	$26\frac{1}{3}$	18	12	28	24	19	20	13	$13\frac{1}{2}$	23	23
Rajshahye ...	1st July 1867	11	25	19	10	18	17	16	$14\frac{1}{2}$	...	...	...	...

PUBLISHED for general information.

By Order of the Board of Revenue, L. P.,

T. BRUCE LANE,
Secretary.

FORT WILLIAM,
The 9th July 1867.

NOTICE.

LIST of unclaimed Packages lying on the Custom House Wharf.

Date of Landing.	Mark or Address of Packages.	Ships.
1867, June 27th ...	1 Case, Lieutenant M. W. Rogers, R. E., care of Messrs. Gillanders and Co. ..	Str. Candia.
,, 27th ...	1 Package, Lieutenant Conor, 58th Regiment, care of Messrs. G. Arbuthnot and Co. ...	Ditto.
,, 27th ...	1 Package, the Officers' Mess, 10th Madras Native Infantry, care of Payne and Co. ...	Ditto.
,, 27th ...	1 Package, Lieutenant C. L. Methuer, 79th Highlanders, Delhi, care of Colvin, Cowie and Co. ...	Ditto.
April 1st ...	1 Case, M. Convay Poole, Esq., Calcutta ..	Str. Surat.
,, 1st ..	1 Case, [G. W. W. and Co.] No. 101 ..	Ditto.
,, 1st ..	1 Parcel, H K B S ...	Ditto.
,, 1st ...	1 Parcel, [P D C] or [P L D A] ...	Ditto.
,, 1st ..	1 Parcel, D B C ...	Ditto.
,, 1st ...	1 Parcel, G D ...	Ditto.
,, 13th ...	50 Cases, [L] M ..	City of Seringapatam.
,, 16th ...	20 Packages, [65] L C J ...	Ditto.
,, 22nd ..	1 Case, T. H. and Co., Officers' 1st Battalion, 19th Regiment, Calcutta ...	Ditto.
May 4th ...	52 Cases, [R] Stores ...	Ditto.
4th ...	1 Case, Lieutenant Roe ...	Ditto,
...	46 Cases, W. T. and Co. ...	Ditto.
	1 Case, C S ..	Str. Bernard.
1867, May 17th ...	1 Parcel, J. J. Winton, Esq., the Asiatic Banking Corporation, Calcutta ...	Str. Thunder.
April 17th ...	[illegible]ackages, S and E ...	Sterling Castle.
May 6th ...	[illegible]arcel, Turner, Morrison and Co. ...	Ditto.

CALCUTTA CUSTOMS,
The 9th July 1867.

A. V. PALMER,
Offg. Collector of Customs.

NOTICE.

THE undermentioned Packa[illegible]on or before the dates specified against each item, will be sold for the realization o[illegible]harfage, &c., under Section LVII. of Act VI. of 1863 :—

Date of Landing.	[illegible] Address of Packages.	Ships.
1867, July 13th ..	1 [illegible] Stubbs, Rangoon ...	Str. Simla.
,, 13th ...	1 [illegible]rry, Royal Artillery, care of Grindlay and Co. ...	Ditto.
,, 13th ...	1 Case, [P] S. C. D. and Co. ..	Str. Candia.
,, 13th ...	5 Cases, S. H. Clarke, Meean Meer ..	Ditto.
,, 13th ..	1 Case, [W A] ...	Ditto.
,, 20th ...	1 Keg, no mark ...	Star of Erin.
,, 20th ...	2 Cases, Lieutenant-Colonel Robinson, R. E., care of J. F. Fergusson and Co. ...	Waverley.
,, 20th ...	1 Parcel, [N S P] ...	Ditto.
,, 20th ...	1 Case, [Y Y] ...	Ditto.
,, 20th ...	1 Box, [L] P ...	Ditto.
,, 20th ...	1 Parcel, J. G. Bagram and Co. [B] 1-55 ..	Arratoon Apcar.

CALCUTTA CUSTOMS,
The 9th July 1867.

A. V. PALMER,
Offg. Collector of Customs.

NOTICE.

THE undermentioned Packages landed under Section LII. of Act VI. of 1863, if not cleare[illegible] on or before the dates stated against each item, they will be sold for the realization of Dut[illegible] Wharfage, &c., under Section LVI. of Act VI. of 1863 : —

		Hartfell.	
1867, July 13th ...	J N B, 5 Drums	...	W T L, 4 Packages.

CALCUTTA CUSTOMS,
The 9th July 1867.

A. V. PALMER,
Offg. Collector of Customs.

NOTICE.

THE following Packages have been landed at the Custom House from the undermentioned Ships under the provisions of Section LII. of Act VI. of 1863. If the Goods are not cleared before the dates stated against each item, they will be advertized for sale :—

		City of Seringapatam.	
, Aug. 2nd ...	[L] M, 1 Case	T. H. and Co., Officers, Mess, 19th Regiment, Calcutta, 1 Case.	[65] L C J, 1 Cask.
		Baroda.	
Aug. 25th ...	[15] L C J, 4 Cases ..	Honorary Secretary, Cawnpore Club, Cawnpore, 5 Packages.	D B C, 1 Parcel.
„ 25th ..	[ ] 1 Parcel.		
		Gainsborough.	
Sept. 7th ...	V. Ervin, Esq., care of Colvin, Cowie and Co., 7 Cases.	C C and H, 1 Case ...	M L D J N B, 1 Case.
„ 7th ...	[M and E C] 7 Packages.		
		North East.	
Sept. 9th ...	[R D M P] 3 Packages...	[L M] C, 4 Casks.	
		Duke of Argyle.	
, Oct. 1st ...	S. S. and Co., 6 Cases ...	V] S, 1 Case ...	W. J. Church, Esq., Banda, N. W. P., India, care of Colvin, Cowie and Co., 1 Cask.
„ 1st ...	A D, 6 Cases ...	Messrs. Monohur Doss and Co., Allahabad, care of Mosudee Sree Gopal, B Bazar, Calcutta.	
„ 1st ...	[M C M] 1 Case ...	[B. S. and Co.] 5 Cases	
„ 1st ...	[40] S. D. and Co., 4 Casks.	J H, 1 Case.	

CALCUTTA CUSTOMS, 9th *July* 1867. }

A. V. PALMER,
Offg. Collector of Customs.

NOTICE.

IF the Wharf rent and other charges due on the undermentioned Packages be not adjusted on before the dates stated against each item the Packages will be sold for the satisfaction of all charges thereon—

Date of Landing.	Mark or Address of Packages.	Ships.
July 18th ...	1 Case, F M	... Malabar.
„ 18th ...	1 Case, F. Moran	.. Alnwick Castle.
„ 18th ...	1 Case, [M] C	... Art Union.
„ 18th ...	1 Case, F. Moran	... British Prince.
„ 18th ...	1 Case, F M C	... City of Seringapatam.
„ 18th ...	1 Case, F M	... Prince Oscar.
„ 18th ...	1 Case, [F M C] W and R C L	... Ditto.
„ 18th ...	1 Box, P and L S	... Calcutta.
„ 18th ...	4 Cases, [D. S. and Co.] D G	... Canning.
„ 18th ...	7 Cases, [555] D. and Co.	.. Oriana.
„		

CALCUTTA CUSTOMS, 9th *July* 1867. }

A. V. PALMER,
Offg. Collector of Customs.

NOTICE.

List of Unclaimed Packages lying at the Bonded Warehouse per Ship *Cestrian* and Steamer *India* being Cargo ex-*Rajpoot* :—

Landing Date.	Marks.	Quantity of Packages.	Ship.
1867, Feb. 4th ...	J J B, E. J. S. and Co. ...	1 Package ...	Cestrian.
Ditto ...	[510] H. L. and Co. ...	21 Packages ...	Ditto.
Ditto ...	[180] B. L. and Co. ...	16 ,, ...	Ditto.
Ditto ...	[40] S. D. and Co. ...	43 ,, ...	Ditto.
Ditto ...	[62] ...	1 Package ...	Ditto.
Ditto ...	B C D ...	6 Packages ...	Ditto.
Ditto ..	G. E. H. and Co. ...	9 ,, ...	Ditto.
Ditto ...	[R M C N I] ..	83 ,, ...	Ditto.
Ditto ...	[O. C. S. and Co., P] ...	1 Package ...	Ditto.
Ditto ...	W. P ...	15 Packages ...	Ditto.
Ditto ..	[S D. and Co.] ..	2 ,, ...	Ditto.
Ditto ...	D. S. and Co. ..	4 ,, ..	Ditto.
Ditto ...	[R M C] S G ...	30 ,, ...	Ditto.
Ditto ...	M B C ...	3 ,, ...	Ditto.
Ditto ...	H and B ...	4 ,, ...	Ditto.
Ditto ...	A. B. and Co. ...	1 Package ...	Ditto.
Ditto ...	S. and Co. ...	3 Packages ..	Ditto.
Ditto ...	ir, C. E., care of Grindlay a o. ..	1 Package ...	Ditto.
Ditto ...	J C r J C G ...	5 Packages ...	Ditto.
Ditto ...	Captain G. W. Cockburn, care of B. Smyth and Co. ...	7 ,, ...	Ditto.
Ditto ...	T. S. d Co. ...	17 ,, ...	Ditto.
Ditto ..	Mrs. S aden ...	2 ,, ...	Ditto.
Ditto ..	[355] B. and Co. ...	13 ,, ...	Ditto.
Ditto ..	[4] ...	2 ,, ...	Ditto.
Ditto ..	[C] J. K and Co. ...	2 ,, ...	Ditto.
Ditto ...	[N V N Sons] R D and H ...	2 ,, ...	Ditto.
Ditto ...	[P D C ...	1 Package ...	Ditto.
Ditto ..	[I B R ...	1 ,, ...	Ditto.
Ditto ...	M C C ...	5 Packages ...	Ditto.
Ditto ...	P C D ...	1 Package ...	Ditto.
Ditto ...	J J B, B and E ...	1 ,, ...	Ditto.
Ditto ..	J J B, F and F ..	1 ,, ...	Ditto.
Ditto ...	John Davis ...	26 Packages ...	Ditto.
Ditto ..	[D and Co.] ...	33 ,, ...	Ditto.
Ditto ...	[S N M] D M ..	5 ,, ...	Ditto.
Ditto ...	[B M H P] ...	9 ,, ...	Ditto.
Ditto ...	P L S ...	3 ,, ...	Ditto.
Ditto ...	[B W H C M] ...	23 ,, ...	Ditto.
Ditto ..	B ...	2 ,, ...	Ditto.
Ditto ..	C ..	4 ,, ...	Ditto.
Ditto ...	[G W] ...	3 ,, ...	Ditto.
Ditto ...	S. E. and Co. ...	1 Package ...	Ditto.
Ditto ..	Captain H. B. Hurford, Subbatoo, care of Major Walter, 38th Regiment, Military Store-keeper, Calcutta ...	1 ,, ...	Ditto.
Ditto ..	James Cullen, Drum Major, Cawnpore ...	1 ,, ...	Ditto.
Ditto ...	[L] B B ...	1 ,, ..	Ditto.
Ditto ...	[20] P. and Co. ..	11 Packages ...	Ditto.
Ditto ...	[S C M] ...	2 ,, ...	Ditto.
Ditto ...	W B D ...	1 Package ..	Ditto.
Ditto ...	[H M H, M S] A. B. and Co. ..	5 Packages ...	Ditto.
Ditto ...	S. M. and Co. ...	1 Package ..	Ditto.
Ditto ...	B W H, C M ...	2 Packages ...	Ditto.
Ditto ..	B. M. and Co. ...	8 ,, ...	Ditto.
Ditto ...	C. R. Dallas, Esq., Punjaub Railway, Jullunder, Punjaub ...	1 Package ..	Ditto.
Ditto ...	[B W H, C M] ...	2 Packages ...	Ditto.

Landing Date.	Marks.	Quantity of Packages.	Ship.
867, Feb. 4th ...	R ...	4 Packages ..	Cestrian.
Ditto ...	[C H] A. R. McIntosh, Esq., care of Brassy, Wythes and Henry, 2 Garstin's Place, Calcutta ...	1 Package ...	Ditto.
Ditto ...	W P and G P ...	1 ,, ..	Ditto.
Ditto ...	S N D ...	8 Packages ..	Ditto.
Ditto ...	[J Z] ...	1 Package ..	Ditto.
Ditto ..	S. S. S. and Co. ...	3 Packages ...	Ditto.
Ditto ...	[K. I. and Co., P] ...	25 ,, ..	Ditto.
Ditto ..	B. L. and Co. ...	6 ,, ..	Ditto.
Ditto ..	L T T or [C. N. and Co., R] ...	13 ,, ...	Ditto.
Ditto ...	[S] ...	1 Packa	Ditto.
Ditto ...	[S C D P] ...	2 Packa	Ditto.
Ditto ...	[M. P. and Co.] S. S. S. and Co. ...	2 ,, ...	Ditto.
Ditto ...	[555] D. and Co. ...	94 ,, ...	Ditto.
Ditto ...	[N. M. H. and Co.] ...	3 ,, ..	Ditto.
Ditto ...	[S N P P] ...	2 ,, ...	Ditto.
Ditto ...	[D C R] A. B. and Co. ...	1 Package ...	Ditto.
Ditto ...	R. D. B. and Co. ...	3 Packages ...	Ditto.
Ditto ...	[D] A. B. and Co. ...	2 ,, ..	Ditto.
Ditto ...	[ ] L C J ...	1 Package ..	Ditto.
Ditto ...	[28] L C J ...	2 Packages ..	Ditto.
Ditto ...	[55] A N ...	2 ,, ..	Ditto.
Ditto ...	[P] R. C. and Co. ...	1 Package ...	Ditto.
Ditto ...	[B G D P] ...	1 ,, ...	Ditto.
Ditto ...	[S. C. D. and Co., P] ...	11 Packages ..	Ditto.
Ditto ...	[L. and Co., P] ...	1 Package ...	Ditto.
Ditto ..	[M] P K ...	2 Packages ...	Ditto.
Ditto ...	[S. T. and Co.] ...	1 Package ...	Ditto.
Ditto ...	L. N. and Co. ...	1 ,, ..	Ditto.
Ditto ...	[R O K H I T] ...	1 ,, ...	Ditto.
Ditto ...	S A C ..	2 Pa ages ...	Ditto.
Ditto ...	[650] M J ...	1 P ge ..	Ditto.
Ditto ..	[C] ..	1 ...	Ditto.
Ditto ...	H D and B ..	1 ..	Ditto.
Ditto ...	C C and H ..	2 Pa es ..	Ditto.
Ditto ...	[B L G, B and B ...	1 Pac ...	Ditto.
Ditto ...	[J J R and S] ...	15 Pac ..	Ditto.
Ditto ...	[L] ...	2 ..	Ditto.
Ditto ...	Patent Roller ...	1 Pac ...	Ditto.
Ditto ...	Colonel Hibbert, care of Grindlay and Co. ..	1 ,, ...	Ditto.
Ditto ...	G N S G ...	1 ,, ...	Ditto.
Ditto ...	[J P C] ...	1 ,, ...	Ditto.
Ditto ..	None ...	84 Packages ...	Ditto.
Ditto ...	[H. and Co.] S G ..	1 Package ...	Ditto.
Ditto ...	[B W H] ...	1 ,, ..	Ditto.
Ditto ...	[J. B. and Co.] ...	10 Packages ..	Ditto.
Ditto ...	Major A. L. Bush, Umballa ...	2 ,, ..	Ditto.
Ditto ...	C. W. Bell ...	1 Package ...	Ditto.
Ditto ...	[20] ...	1 ,, ...	Ditto.
Ditto ...	[A] ...	1 ,, ...	Ditto.
Ditto ...	B B ...	1 ,, ...	Ditto.
Ditto ...	H and H ...	1 ,, ..	Ditto.
Ditto ...	None ...	3 Chains of Cogwheels...	Ditto.
Ditto ...	Ditto ...	3 Bars, ditto ...	Ditto.
Ditto ..	Ditto ...	20 Carriage or Buggy Axles	Ditto.
Ditto ...	Ditto ...	4 Carriage or Buggy Springs ...	Ditto.
Ditto ...	Ditto ..	1 Bundle containing 2 Iron Legs ...	Ditto.
Ditto ...	Ditto ..	1 Iron frame of a Printing Press ...	Ditto.
Ditto ...	Ditto ...	79 Plates T and L angular Iron with rivet holes	Ditto.

Landing Date.	Mark.	Quantity of Packages.	Ship.
1867, Feb. 4th....	None ...	8 Bundles L angular Iron, smaller size ...	Cestrian.
Ditto ...	Ditto ...	2 Plates Sheet Iron with rivet holes ...	Ditto.
Ditto ...	M M ...	2 Packages ...	Str. India.
Ditto ...	[B W H C M] M C ...	2 „ ...	Ditto.
Ditto ...	None ...	2 Packages Yellow Metal.	Ditto.
Ditto ...	Ditto ...	3 Packages Frying Pans. .	Ditto.
Ditto ...	Ditto ...	1 Iron Pipe ...	Ditto.
Ditto ...	Ditto ...	1 Package Paper ...	Ditto.
Ditto ...	[40] J L L ..	1 „ „ ..	Ditto.
Ditto ...	None ..	1 „ Copper ...	Ditto.

CALCUTTA CUSTOM HOUSE,
The 18th June 1867.

J. A. CRAWFORD,
Collector of Customs.

July 1867.

NOTICE is hereby given that the Sessions of the year 1867 of the Sixth Criminal Judicature at Fort William in High Court of Town of Calcutta and Factory of Bengal, for the and the places subordinate thereto Fort William at the Court House, in the Town H[illegible]ill be holden on Tuesday, the Twenty-third day [illegible] Calcutta, at 11 o'clock in the forenoon [illegible]y instant, day to day until the Sessions [illegible]o on from hereby proclaimed that all [illegible]. And it is prosecute any prisoner be [illegible] who will prosecute against him. [illegible]nd there to

[illegible]ROOKE,
Sheriff.

সরিফ আফিস, ১৮৬৭ সাল ১০ জুলাই।

সমাচার দেওয়া যাইতেছে যে সুবে বাঙ্গালার ফোর্ট উইলিএম দুর্গের অধীন শহর কলিকাতা ও অন্যান্য স্থানের ফৌজদারী বিচার নিষ্পাত্ত্য জন্য আগামি ২৩ জুলাই মঙ্গলবার বেলা ১১ ঘটিকার সময় এবং যে পর্য্যন্ত সেশিয়ানের কার্য্য শেষ না হয় প্রতিদিন উক্ত সময়ে কলিকাতার টৌনহালে হাই কোর্টের আদালত ঘরে ১৮৬৭ সালের ষষ্ঠম ক্রিমিনেল সেশিয়ান বসিবেক এবং এতদ্দ্বারা প্রচার করা যাইতেছে যে যে সকল ব্যক্তি কোন কয়েদীর বিরুদ্ধে ফৌ[illegible]জদারী মিছিল করিবেক তাহারা উক্ত স্থানে [illegible] ঐ সময়ে হাজির থা[illegible] মোকদ্দমা করে ইত[illegible] [illegible]১৮৬৭ সা[illegible]রেখ ৮ জুলাই।

H. CROOKE,
Sheriff.

Tulloh's Hand-book.

A SECOND Edition of the above compilation of Pay, Deputation, and Leave Rules, &c., revised and enlarged, and including the latest orders issued, will be shortly published.

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W. CLARK,
Deputy Accountant-General, Bengal,
Treasury Buildings.

Price—Rs. 3 a copy, or with postage Rs. 3¼.

Notice.

Special General Meeting of the Justices will be held at 11 *a. m., on Thursday the* 11*th instant, at the Town Hall, for the following purposes :—*

1. To receive the Budget prepared by the Commissioner of Police for cost of Police, from 1st April 1867, to close of year, in accordance with Section IV. of Act VIII. of 1867.

2. To fix the Police rate leviable under Section 9 of Act VIII. of 1867, for the aforementioned period.

3. The Chairman to lay on the table proceedings of Finance Committee with reference to the loan of 10 lakhs required for Municipal purposes during current year, and to propose,—

"That the Chairman be authorised, acting under advice of Finance Committee, to raise a loan for such amount, not exceeding 10 lakhs, as may be required for the works now in course of construction, provided that the sanction of Government required by Section 93 of Act VI. of 1863, be accorded to the terms proposed by the Chairman to submit the proceedings of the Finance Conservancy Committees for transfer of Municipal Railway to the Eastern Bengal Railway Company, and to propose,—

"That the Chairman be empowered to conclude negociations for transfer of Municipal Railway to Eastern Bengal Railway Company, on such terms as may be approved of by Finance and Conservancy Committees."

5. The Chairman to submit a letter from Government, No. 2879, dated 27th June, suggesting that the Pauper Hospital be transferred to the Justices, with effect from 1st July 1867, and to propose,—

"That the Justices accept the charge and cost of the Hospital, with effect from 1st July 1867, on the understanding that a suitable building be placed at the disposal of the Justices free of charge."

6. The Chairman to submit letter No. 2534 of 4th June 1867, from Government of Bengal, enquiring if the Justices will consent to maintain a Hospital for small-pox patients outside the town, provided a suitable building is constructed by Government and to propose on behalf of Finance Committee.

"That the Justices agree to maintain a Small-pox Hospital outside the town on the condition named by Government."

R. TURNBULL,
Secy. to the Justices of the Peace.

OFFICE OF THE JUSTICES OF THE PEACE ;
1, *Chowringhee Road,*
Calcutta, the 2nd July 1867.

বিজ্ঞাপন।

বর্ত্তমান মাসের ১১ তারিখ বৃহস্পতিবার বেলা ১১ ঘণ্টা সময়ে, নিম্নলিখিত কার্য্য করিবার জন্যে টৌন হালে জষ্টিসেরদের বিশেষ সাধারণ সভা হইবে।

১। পোলীসের কমিস্যনর সাহেব ১৮৬৭ সালের ৮ আইনের ৪ ধারামতে ১৮৬৭ সালের আপ্রিল মাসের ১ তারিখ অবধি বৎসরের সমাপ্তি পর্য্যন্ত পোলীসের খরচের যে বজেট (অর্থাৎ আনুমানিকপত্র) প্রস্তুত করিয়াছেন, তাহা গ্রহণ করা যাইবে।

২। ১৮৬৭ সালের ৮ আইনের ৯ ধারামতে পূর্ব্বোক্ত কালের জন্যে পোলীসের যে টাক্স ধার্য্য হইবে, তাহা নির্ণয় করা যাইবে।

৩। চলিত বৎসরে মুনিসিপল কার্য্যের নিমিত্তে যে ১০ লক্ষ টাকা ঋণগ্রহণ করা আবশ্যক, তদুপলক্ষে সভাপতি সাহেব ফিনান্স কমিটীর কার্য্যের বিবরণপত্র সম্মুখে অর্পণ করিয়া এই প্রস্তাব করিবেন—

"১৮৬৩ সালের ৬ আইনের ৯৩ ধারামতে গবর্ণমেণ্টের অনুমতিপ্রাপ্ত হওয়া আবশ্যক বিধায় যদি সভাপতির প্রস্তাবিত নিয়মে গবর্ণমেণ্টের সম্মতি হয়, তবে এইক্ষণে যে কর্ম্মসম্পাদন করা যাইতেছে, তজ্জন্যে দশ লক্ষ টাকার অনধিক যত টাকার প্রয়োজন হয়, সভাপতি সাহেবকে ফিনান্স কমিটীর পরামর্শমতে কর্ম্ম করিয় তত টাকার ঋণগ্রহণ করিতে ক্ষমতা প্রদান করা যায়।"

৪। ইষ্টর্ন বেঙ্গাল রেলওয়ে কোম্পানির প্রতি মুনিসিপল রেলওয়ে সমর্পণ করণার্থে যে ফিনান্স ও কানসর্ব্বান্সী কমিটী নিযুক্ত হইয়াছেন, সভাপতি সাহেব তাহারদের কার্য্যের বিবরণপত্র অর্পণ করিয়া এই প্রস্তাব করিবেন—

"ফিনান্স ও কানসর্ব্বান্সী কমিটী যেং নিয়মের অনুমোদন করেন, সভাপতি সেইং নিয়মানুসারে ইষ্টর্ন বেঙ্গাল রেলওয়ে কোম্পানির প্রতি মুনিসিপল রেলওয়ে সমর্পণ করিবার কার্য্য সমাধা করিতে ক্ষমতাপন্ন হন।"

৫। গবর্ণমেণ্ট জুন মাসের ২৭ তারিখের ২৮৭৯ নম্বরের পত্রদ্বারা এই প্রস্তাব করিয়াছিলেন যে ১৮৬৭ সালের জুলাই মাসের ১ তারিখঅবধি পাপর অর্থাৎ দীনদুঃখির হাসপাতাল জষ্টিসদের প্রতি অর্পণ করা যায়। সভাপতি গবর্ণমেণ্টের সেই পত্র পাঠ করিয়া এই প্রস্তাব করিবেন—

"জষ্টিসদিগকে হাসপাতালের উপযুক্ত একটা ঘর বিনা ব্যয়ে দেওয়া গেলে, তাঁহারা ১৮৬৭ সালের জুলাই মাসের ১ তারিখঅবধি ঐ হাসপাতালের ভার ও খরচ গ্রহণ করেন।"

৬। গবর্ণমেণ্ট উপযুক্ত ঘর নির্ম্মাণ করিলে জষ্টিসেরা নগরের বহির্ভাগে বসন্ত রোগাক্রান্ত ব্যক্তিদের হাস্পাতাল করিয়া রাখিতে সম্মত হইবেন কি না, বঙ্গদেশের গবর্ণমেণ্ট ১৮৬৭ সালের জুন মাসের ৪ তারিখের ২৫৩৪ নম্বরের যে পত্রে ঐ প্রশ্ন করেন, সভাপতি সাহেব সেই পত্র পাঠ করিয়া ফিনান্স কমিটীর পক্ষে এই প্রস্তাব করিবেন—

"গবর্ণমেণ্ট যে নিয়ম ব্যক্ত করিয়াছেন, জষ্টিসেরা সেই নিয়মমতে নগরের বহির্ভাগে বসন্ত রোগাক্রান্ত ব্যক্তিদের হাসপাতাল রাখিতে সম্মত হন।"

আর টর্ণবুল।
শান্তিরক্ষার্থ জষ্টিসদিগের সেক্রেটারী।

শান্তিরক্ষার্থ জষ্টিসদিগের কার্য্যালয়।
১ চৌরঙ্গী রোড
১৮৬৭ সাল ২ জুলাই।

MONTHLY STATEMENT OF TRAFFIC PASSED THROUGH THE CIRCULAR AND EASTERN CANALS *from* 1*st to* 30*th June* 1867.

Names of Chowkeys.	Charcoal.			Wood Coal.			Piece Goods, Native Produce.			Piece Goods, Imported Fabrics.			Hides.			Cotton.			Castor Seed.			Castor Oil.			Indigo.			Jaggery.			Jute.			Lime.			Mustard Seed.			Mustard Seed Oil.		
	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.
Circular Canal ... Bamonghatta...	...	...	...	2	1200	700	...	...	...	...	...	...	24	5375	377350	1	800	200	...	...	...	...	...	...	1	125	50	39	20725	11300	73	75625	42250	23	28800	13500	158	83500	61250	...	...	...
Chitpore ...	144	155150	87621	2	500	300	...	...	...	...	...	...	...	...	...	8	3200	2000	...	...	...	...	...	...	...	...	...	6	1000	600	...	...	...	...	...	...	4	1000	500	...	...	...
Tolly's Nullah ... Samookpotta...	...	...	...	4	625	300	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	23	8375	4500	...	...	...	2	6000	3200	10	6600	3600	...	...	...
Russa ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Kidderpore ...	23	18425	10950	1	100	30	...	...	...	...	...	...	...	...	...	2	200	50	...	...	...	...	...	...	...	...	...	8	1100	400	...	...	...	6	3000	1400	...	...	...	4	250	75

Names of Chowkeys.	Salt.			Sugar.			Tobacco.			Linseed.			Paddy.			Pulse.			Peas.			Rice.			Wheat.			Lentil.			Grain.			Sundries.		
	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Total Number of Boats.	Total Maundage by Canal Measurement.	Total Maundage of Cargo by estimate.
Circular Canal ... Bamonghatta...	...	...	...	108	30250	11750	15	8000	3000	61	45375	32100	4	923	550	35	17300	8550	50	22925	11250	520	360525	122375	4	1400	800	9	5750	3225	...	...	...	3625	916850	...
Chitpore ...	463	221800	112534	...	...	...	10	2500	1800	2	600	300	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	1	400	200	1206	395650	...
Tolly's Nullah ... Samookpotta ...	..	...	...	2	425	200	3	725	350	...	...	...	184	39475	20000	28	14400	7200	1	400	225	120	48300	25000	...	...	...	...	...	...	...	...	...	1265	169525	..
Russa ...	...	...	...	...	...	...	...	...	...	...	...	...	1	25	20	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	86	375	...
Kidderpore ...	93	59900	32952	...	...	...	1	225	50	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	994	200125	...

Dhappa;
Toll Collector's Office,
The 2nd July 1867.

J. F. Galiffe,

[1182]

...th of April 1867.

Name of the Toll Stations.	Paddy.			Rice.			Oil.			Mustard Seed.			Tobacco.			Betelnut.			Jute.			Peas.			Lime.			Sesamon.			Linseed.		
	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.
Sarikole	9	3036	1295	43	27493	17625	53	13351	6469	60	25161	10551	3	1086	530	5	890	307	19	8155	4757	29	11922	7307	2	966	925	2	528	350	...	...	...
Jhalokati	30	10772	7419	212	106151	83035	...	...	...	42	14382	10520	...	...	...	34	1996	1300	5	3229	2500	22	11437	9410	7	9681	7800	...	...	...	11	7655	5875
Kowkhali	8	1291	850	79	76924	65400	...	...	...	7	2847	2100	...	...	...	6	2016	1600	1	1620	1500	...	...	...	9	17317	15000	...	...	...	...	...	...
Perozepur	1	196	125	7	3346	2440	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...

Names of the Toll Stations.	Tamarind.			Pepper.			Sugar.			Molasses.			Salt.			Cloth.			Iron.			Spirituous Liquor.			Sundries.			Remarks.
	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	
Sarikole	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	119	31340	12517	
Jhalokati	2	1586	1300	12	3221	2375	9	4139	2800	6	1317	800	21	7884	5280	...	...	...	...	...	...	...	...	...	75	60520	42860	
Kowkhali	...	...	...	2	539	350	50	15796	11400	13	4460	3500	13	11807	9800	1	210	100	2	809	600	1	511	300	52	12396	8600	
Perozepur	...	...	...	...	...	...	25	16082	4380	4	1960	750	63	132356	27225	...	...	...	3	1687	430	1	1230	313	6	11997	1300	

H. C. Sutherland,
Officiating Collector.

Zillah Backergunge;
Collector's Office,
The 14th June 1867.

STATEMENT of Government Promissory Notes, enfaced for payment of Interest in London, (under deduction of amount re-transferred to India,) and outstanding in the Books of the Bank of Bengal on the 22nd May 1867.

PARTICULARS.	3½ per Cent. Loan of 1853-54.	4 per Cent. Loans							4½ per Cent. Loan of 1856-57.	5 per Cent. P. W. Loan of 1854-55.	5 per Cent. Loan of 1856-57.	5⅓ per Cent. Loan of 1859-60.	5 per Cent. Debenture Loan of 1866-67, redeemable on 4th Jan. 1869.	5 per Cent. Debenture Loan of 1866-67, redeemable on 3rd January 1870.	TOTAL AMOUNT.
		of 1824-25.	of 1828-29.	of 1832-33.	of 1835-36.	of 1842-43.	of 1854-55.	Transfer of 1865.							
Balance of 8th May 1867 ...	36,100	26,666	2,346	20,54,186	31,58,500	1,21,[illegible]		[illegible]72,900	16,500	45,11,000	5,38,74,100	3,57,64,900	50,000	4,62,000	12,76,92,198
ADD:															
Amount enfaced at Madras between 9th and 22nd May 1867 ...	..	....	....	....	....	20,900	51,800	.....	..	2,600	35,700	1,50,300	....	.....	2,61,300
Amount enfaced at Bombay between 9th and 22nd May 1867 ...	...	....	....	....	34,700	85,200	41,500	83,000	..	3,000	....	50,500	....	.....	2,97,900
Amount enfaced at Calcutta between 9th and 22nd May 1867 ...	..	....	....	853	6,000	4,300	3,000	1,200	...	11,500	6,73,200	77,500	....	40,000	8,17,553
Total ...	36,100	26,666	2,346	20,55,039	31,99,200	1,22,88,500	98,80,200	58,58,100	16,500	45,28,100	5,45,83,000	3,60,43,200	50,000	5,02,000	12,90,68,951
DEDUCT:															
Amount written off in the London Registers ...	...	....	....	....	1,700	46,200	69,000	32,000	...	2,000	1,91,500	5,08,900	....	....	8,51,300
Balance on 22nd May 1867 ...	36,100	26,666	2,346	20,55,039	31,97,500	1,22,42,300	98,11,200	58,26,100	16,500	45,26,100	5,43,91,500	3,55,34,300	50,000	5,02,000	12,82,17,651

BANK OF BENGAL;)

D. WOODS,

[illegible]d Treasurer.

PARTICULARS.	3½ per Cent. Loan of 1853-54.	4 PER CENT. LOANS.							4½ per Cent. Loan of 1856-57.	5 per Cent. Public Works Loan of 1854-55.	5 per Cent. Loan of 1856-57.	5½ per Cent. Loan of 1859-60.	5 per Cent. Debenture Loan of 1866-67, redeemable on January 1869.	5 per Cent. Debenture Loan of 1866-67, redeemable on 3rd January 1870	5 per Cent. Debenture Loan of 1867, redeemable on 1st June 1877.	5 per Cent. Debenture Loan of 1867, redeemable on 1st June 1882.	TOTAL AMOUNT.
		of 1824-25.	of 1828-29.	of 1832-33.	of 1835-36.	of 1842-43.	of 1854-55.	Transfer of 1865.									
Balance of 22nd May 1867 ...	36,100	26,666	2,346	20,55,040	31,97,500	1,22,42,300	98,11,200	58,26,100	16,500	45,26,100	5,43,91,500	3,55,34,300	50,000	5,02,000	2,00,000	10,00,000	12,94,17,652
ADD:																	
Amount enfaced at Madras between 23rd May and 8th June 1867 ...	...	...	...	...	...	...	...	...	...	...	38,000	77,000	...	...	...	...	1,15,000
Amount enfaced at Bombay between 23rd May and 8th June 1867 ...	...	...	...	...	53,800	11,800	69,700	22,700	...	...	5,900	...	...	...	...	...	1,63,900
Amount enfaced at Calcutta between 23rd May and 8th June 1867 ...	...	...	...	...	...	51,500	8,300	30,000	...	10,500	1,74,900	10,900	...	...	10,51,000	10,88,000	24,25,100
Total ...	36,100	26,666	2,346	20,55,040	32,51,300	1,23,05,600	98,89,200	58[illegible]	6,500	45,36,600	5,46,10,300	3,56,22,200	50,000	5,02,000	12,51,000	20,88,000	13,21,21,652
DEDUCT:																	
Amount written off in the London Registers ...	...	...	...	...	7,600		13,500	51,200	...	32,900	1,34,900	15,19,00	...	12,000	...	...	18,32,000
Balance on ...	36,100	26,666	2,346	20,55,040	32,43,700	1,22,74,700	98,75,700	58,27,600	16,500	45,03,700	5,44,45,400	3,41,03,200	50,000	4,90,000	12,51,000	20,88,000	13,02,89,652

BANK OF BENGAL;
Public Debt Office,
The 20th June 1867.

GEO. DICKSON,
Secretary and Treasurer.

Notice

Is hereby given that a lot of waste land, comprising 2,800 acres, situate in the District of Chittagong Hill Tracts, and bounded as shewn at the foot of this notice, having been applied for under the Rules for the sale of unassessed waste lands in the Lower Provinces of Bengal (Chapter XXVI. of the Rules of the Board of Revenue) will be put up to sale by auction to the highest bidder at the upset price of Rupees 2-8 an acre, on the 30th day of September 1867, at the Office of the Commissioner of Chittagong Division, should no objection be preferred such as to render it necessary to defer the sale under the provisions of Act XXIII. of 1863. The sale will be made in the manner, and subject to the conditions prescribed by the rules above cited, and to the provisions of Act XXIII. of 1863.

T. H. LEWIN, *Captain,*
Deputy Commissioner.

The 14th June 1867.

BOUNDARIES OF THE LOT.

LOT No. 48.—2,800 acres.

North—by the southern boundary of Lot No. 31½.

West—by the boundary of the Hill Tracts.

South—by the Southern Branch of the Hanger Nullah.

East—by Churumba Nullah and a line going its source with that of the middle branch of the Hanger Nullah.

T. H. LEWIN, *Captain,*
Deputy Commissioner.

Notice

Is hereby given that under Rule 15th of the Waste Land Rules and Section 5, Act XI. of 1859, the undermentioned Lots in Zillah Cachar will be put up to sale by auction at the Office of the Deputy Commissioner of that District on Tuesday, the 30th July [illegible], corresponding with 15th Srabun 1274, B. S., at 12 A. M., for arrears of Government due on account of purchase-money and interest for the Lots, and will be sold to the highest bidder subject to the condition, that [illegible] of the amount bid should be immediately deposited, and the balance should be paid within fifteen days :—

LOT No. 18.—Situated in Pergunnah Soonapore, Mouzah Badripar, and bounded on the—

North—By Badri Nuddie.

South and East—By settled lands of the Merasdars.

West—By Badri Nuddie and settled lands of the Merasdars.

Estimated to contain an area of 200 acres,—

Proprietor, Mr. C. F. Webbe.

LOT No. 10.—Situated in Pergunnah Luckhipore and bounded on the—

East—By the River Jheerie.

West—As far as will complete the area.

North—By Grants Nos. 256, 257 and 258.

South—By Grant No. 251 and lands of Grant No. 21, under the Merasdarie tenure.

Estimated to contain an area of 3,000 acres,—

Proprietors, Jheerie Tea Company.

(Sd.) J. W. EDGAR,
Offg. Deputy Commissioner.

CACHAR;
Depy. Commr.'s Office,
The 27th June 1867.

Bank of Bengal.

CALCUTTA, 29TH JUNE 1867.

NOTICE is hereby given that the Share Books of the Bank will be closed for fift from this date.

By Order of the Directors,

GEO. DICK
Secretary and Trea

New Issue of Currency Notes

A new pattern of Currency Note, for 1,000 and Rupees 500, has been issued fr Exchange Department, Calcutta, from the instant.

The chief distinguishing marks of th Notes are as follows :—

I.—The value is printed in letters at the part and in figures at both sides of the Not

Persian,
Mahajonee,
Nagari,
and Bengali characters.

II.—The number is printed in black ink green medallion.

III.—The value is also printed in large fig a green colour across the lower part of the No

These Notes will circulate for the present currently with those of the old pattern, and are equally a legal tender, the Notes of th pattern will be gradually withdrawn from c tion as they are superseded by the present

Until further notice, these new Notes wil be issued for Rupees 1,000 and Rupees 50 the lower denominations the old pattern w still maintained.

H. BALLARD,
Offg. Head Commi

The 1st July 1867.

Notice.

INDIAN DAILY NEWS CO., "LIMITED

NOTICE is hereby given that an Extrac General Meeting of Shareholders will be the registered Office of the Company, Bankshall Street, on Saturday, the 13 1867, at 4-30 P. M., to confirm the R passed at the Meeting held on the 2 ultimo, revising the Articles of Associatio

By Order,

E. H
Sec

6, BANKSHALL STREET,
The 1st July 1867.

High Court Notice.

Sreemutty Joy Cally Dabee
versus
Sibnauth Chatterjee.

BE peremptorily sold on Thursday, the 18th July instant, at 2 o'clock in the afternoon, S. Hogg, Esq., Receiver, in this cause of estate of Ramgopaul Bonnerjee, deceased, at office of the said Receiver, No. 5, Strand, under rder of Court in this cause, dated 18th March the following portions of the Estate of the Ramgopaul Bonnerjee, which with other were ted to him in severalty absolutely under the ly partition :—

LOT 1. All that piece of garden and partly anted land at Garden Reach in the Suburbs Calcutta, delineated and marked B on plan XXV. of the family partition, containing by imation 12 beegahs 2 cottahs 15 chittacks d 22 feet, more or less, and bounded on the orth by the Garden Reach, front or North Road; outh by the portion marked on the said plan D; on the East by the portion marked on the d plan as A; and on the West by the house and ads known as Airy Hall, late in the occupation J. F. Watkins, Esq.

LOT 2. All that garden and tenanted land measuring 29 beegahs 13 cottahs and 8 chittacks, more or less, situate at Barnagore, as delineated and contained in the plan No. XVII. of the family partition, and called or known as Dhera Bagan, and lying immediately on the South of the Burnagore Cross or Bazar Road, bounded on the North by the said Public Road; on the South by properties of Loke Nauth Mullick, of Nobin Chunder Nundee, of Nilmoney Chuckerbutty, and of Muddoo Soodun Sircar; on the East by the lands of Moddoosoodun Sircar, of Ojoon Halder, of Bissunath Saudkhan, of Mothoor Mundul, and of Mothoor Nauth Moonshee, and on the West by the lands of Loke Nauth Mullick, of Ramruttou Roy, and of Mothoor Mohun Nundee.

LOT 3. A piece of garden land with tank, as delineated in plan No. XXIII. of the family partition, containing about 1 beegah 6 cottahs and 5 chittacks, situate at Bonehooghly, on the West of the Road there, bounded North and West by property of Ramrutton Gouyee; South by land covered by water; and on the East by the lands of the late Ramchund Mookerjee.

For further particulars and inspection of plan refer to Mr. Thomas Owen, Solicitor, 4, Old Post Office Street, or Baboo Chunder Seekur Bose, No. 7, Neemtollah Street.

In the matter of the Indian Companies' Act 1866, and of the Eastern Steam Tug Association, "Limited."

The High Court of Judicature at Fort William in Bengal has, by an order dated the twenty-ninth day of April 1867, appointed James Mackillican, of the City of Calcutta, Merchant, to be Official Liquidator of the abovenamed Company, in place and stead of William Menlove Walton, who has duly passed his Accounts before the Registrar.

R. BELCHAMBERS,
Registrar.

ROBERTSON AND PAYNE,
Attorneys-at-Law.

To be sold on an early day, of which notice will hereafter be given pursuant to an order of the High Court of Judicature at Fort William in Bengal, in its Ordinary Original Civil Jurisdiction, made in a certain cause wherein Andrew Thomas Turton Peterson is Plaintiff, and William Anderson, Executor of the last Will and Testament of Charles Bathurst Stewart, deceased, is Defendant, dated the 3rd day of June 1867, by the Registrar of the said Court, at the Town Hall, the following property, that is to say:—

A piece or parcel of Chur land, containing by admeasurement nine biggahs, or thereabouts, situate at Barrackpore, Mouzah Chanuck, Mehal Mudresha, Pergunnah Calcutta and District of 24-Pergunnahs, bounded as follows, (that is to say): on the West side thereof by the River Hooghly, up to the mark of the ebbtide in the month of March; on the South side thereof by the Northern wall running from East to West of the Thakoorbarree of Barranussy Ghose, deceased, and of the Funeral Ghaut; on the East side thereof partly by the yard formerly belonging to Government and called Bankshall, and partly by other tenanted land lately in possession of the late said Charles Bathurst Stewart; and on the North side thereof partly by the Ghaut formerly used for the bathing of Elephants, and partly by the Road leading to the same, and which said last mentioned Ghaut is generally reported to be situated and built on the land belonging to the Biswas Family. And also another piece or parcel of land containing by admeasurement two biggahs and half, or thereabouts, situate at Barrackpore, Mouzah Chanuck, Mehal Mudresha, Pergunnah Calcutta and District of 24-Pergunnahs, aforesaid, and bounded as follows (that is to say): on the West side thereof by the Chur land and premises lastly hereinbefore described; on the North side thereof partly by the Northern wall of the said Takoorbarree of the said Barranussy Ghose, deceased, and partly by the land belonging to the joint Estate of Chunder Nauth Biswas, Bissoonauth Biswas, Sumboonauth Biswas, Cossinauth Biswas, and Tarruck Nauth Biswas, respectively; on the East side thereof partly by the tenanted land of the said Charles Bathurst Stewart, deceased, and partly by the Public Road leading to the Government garden, commonly known as Barrackpore Park; and on the North side thereof by the tenanted land of the said Charles Bathurst Stewart, deceased, which lie to the North of the Road leading to the Old Elephant Bathing Ghaut. Together also with all that partly erected messuage and buildings, situate on portions of the above described pieces or parcels of land.

For further particulars apply at the Office of Messrs Berners, Sanderson, and Fergusson, Attorneys for the Plaintiff, No. 7, Hasting's Street.

R. BELCHAMBERS,
Registrar.

BERNERS, SANDERSON, AND FERGUSSON.

HIGH COURT, ORIGINAL JURISDICTION,
REGISTRAR'S OFFICE;
Calcutta, the 1st July 1867.

Court for the Relief of Insolvent Debtors at Calcutta.

In the matter of James Turner, of No. 96, Church Road, Kidderpore, in the Suburbs of of Calcutta, carrying on business as a Stock and Share Broker at No. 14, Strand, in Calcutta, an Insolvent.

Notice, that the petition of the said Insolvent seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Wednesday, the 26th day of June last, and by an order of the same date the Estate and Effects of the said Insolvent were vested in the Official Assignee.

Rogers, *Attorney.*

In the matter of James Turner, an Insolvent.

On Wednesday, the 26th day of June last, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 3rd day of August next, and that the said Insolvent do then attend to be examined before the said Court.

Rogers, *Attorney.*

Chief Clerk's Office, the 2nd day of July 1867.

In the matter of James Turner, an Insolvent.

Notice, that an application for an *ad interim* protection order has been this day made by the said Insolvent, and that such application will be heard and disposed of by the Acting Commissioner of the Insolvent Court on Monday, the 15th day of July instant, at the hour of ten o'clock in the forenoon.

☞ "*Any Creditor of the said Insolvent desirous of opposing such application must appear before the said Court at the time and place aforesaid.*"

Rogers, *Attorney.*

In the matter of Ramnarain Doss, an Insolvent.

Notice, that an application for an *ad interim* protection order has been this day made by the said Insolvent, and that such application will be heard and disposed of by the Acting Commissioner of the Insolvent Court on Monday, the 15th day of July instant, at the hour of ten o'clock in the forenoon.

☞ "*Any Creditor of the said Insolvent desirous of opposing such application must appear before the said Court at the time and place aforesaid.*"

Carapiet, *Attorney.*

In the matter of Ramnarain Doss, an Insolvent.

On Wednesday, the 3rd day of July instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 7th day of September next, and that the said Insolvent do then attend to be examined before the said Court.

Carapiet, *Attorney.*

In the matter of Ramnarain Doss, who, together with one Johahirloll, late of Buxar, in the District of Shahabad, in the Province of Behar, deceased, carried on trade and business in co-partnership as merchants in Chunder Bannerjee's Kattrah, in Burra Bazar, in Calcutta, under the firm of Johahirlall, Ramnarain Doss, and at Buxar aforesaid, under the firm of Johahirloll Juggoolall, and now residing at Burra Bazar, in Calcutta, aforesaid, an Insolvent.

Notice, that the ...tion of the said I... vent, seeking the ...fit of the Act XI. ... cap. XXI., wa... fi... the Office of the ... Clerk on Wednesday, ... 3rd day of July insta... and by an order of ... same date the es... and effects of the ... Insolvent were ves... in the Official Assign...

Carapiet, *Attorney.*

In the matter of Dinonauth Paul, residing at Mothoor Sein's Garden Lane, in Calcutta, a shop-keeper who lately carried on the business of buying and selling cloth in co-partnership with Sreemutty Nistariney Dossee, at present of Ramkisto Bagehee's Lane, in Calcutta, widow of Nobinkisto Paul, deceased, under the name or style of Nobinkisto Dinonauth Paul, at No. 29, Monohur Doss' Street, in the said Town of Calcutta, an Insolvent.

Notice, that the petition of the said Insolvent, seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Thursday, the 4th day of July instant, and by an order of the same date the estate and effects of the said Insolvent were vested in the Official Assignee.

Swinhoe, Law and Co., *Attorneys.*

In the matter of William Hodges, an Insolvent.

In the matter of David Calder, an Insolvent.

In the matter of Tarrachand and Koramull, Insolvents.

In the matter of Hadjee Ahomed Soliman, an Insolvent.

In the matter of Thomas William Brown, an Insolvent.

In the matter of Khan Mahomed Durrumsee, an Insolvent.

On Saturday, the 6th day of July instant, it was ordered that the hearing of these matters do stand adjourned until Saturday, the 13th day of July instant, and that the order made in these matters for the *ad interim* protection of the said Insolvents from arrest be enlarged to the said 13th day of July instant, and that the said Insolvents do then respectively attend to be examined before the said Court.

Sims, *Attorney.*
Hatch, *Attorney.*
D. C. Dutt, *Attorney.*
Moses, *Attorney.*
Sims, *Attorney.*
Moses, *Attorney.*

In the matter of Lewis Balfour, an Insolvent.

In the matter of Chunder Paul, an Insolvent.

In the matter of James Hamilton Robinson, an Insolvent.

In the matter of William Molloy Stewart, an Insolvent.

In the matter of Lewis Balfour and James Hamilton Robinson, Insolvents.

On Saturday, the 6th day of July instant, it was ordered that the hearing of these matters do stand adjourned until Saturday, the 13th day of July instant, and that the said Insolvents do then respectively attend to be examined before the said Court.

Watkins, Stokoe and Co., *Attorneys.*
Dodd and Orr, *Attorneys.*
Watkins, Stokoe and Co., *Attorneys.*
Hatch, *Attorney.*
Watkins, Stokoe and Co., *Attorneys.*

Chief Clerk's Office, the 9th July 1867.

In the matter of Toolsee Sing, Omrao Sing, Kessee Sing, Insolvents.

Notice is hereby given, that an application will be made on Tuesday, the ninth day of July instant, at the hour of half past ten o'clock in the forenoon, or so soon thereafter as Counsel can be heard for discharge of the Petition of Insolvency of the Insolvents abovenamed.

DHUR & GHOSE,
Insolvent's Attorneys.

The 4th July 1867.

Soom Tea Company, "Limited."

WE hereby beg to give notice that an Extraordinary General Meeting of the Shareholders in the above Company will be held at the registered Office of the Company, Darjeeling, on Saturday, the 13th July 1867, at 12 o'clock noon precisely, for the purpose of electing an Auditor for the Company consequent upon the removal of the Agency to Darjeeling.

TURNER, MORRISON AND CO.,
Secretaries.

CALCUTTA,
the 10th June 1867.

Soom Tea Company, "Limited."

NOTICE.

The Ninth Half-yearly Ordinary General Meeting of Shareholders will be held at the Registered Office of the Company at Darjeeling, on Tuesday, the 13th August 1867, at noon, to receive the Directors' Report, and pass the Accounts to the 30th June; to elect Directors, and transact any other business that may be brought before the Meeting.

By Order of the Directors,
W. LLOYD,
Secretary.

DARJEELING,
the 4th July 1867.

Great Eastern Hotel Wine and General Purveying Company, "Limited."

AN Extraordinary General Meeting of Shareholders will be held at the Office of this Company, on Wednesday, the 31st July, at 4 P. M., to repass the New Articles of Association drawn up according to the resolution of the 11th January last, and as amended at the Meeting of the Shareholders of 2nd March, also to consider the questions relative to the remuneration of the Committee of Inspection, and the payment of Mr. Wilson's passage, and to transact any other business that may be brought before the Meeting.

By Order of the Directors,

C. B. WALLIS,
Secretary.

The 29th June 1867.

The Great Eastern Hotel Company, "Limited."

AT AN adjourned Meeting of the Great Eastern Hotel Wine and General Purveying Company, "Limited," held on the 6th July 1867, for the purpose of passing the Accounts for the year ending 28th February 1867:—

Present:

F. BARROW, ESQ.,
J. J. BRADLEY, ESQ.,
A. CUMMINS, ESQ.,
G. D'SOUZA, ESQ.,
J. A. GREGORY, ESQ.,
E. H. LLOYD, ESQ.,
J. MACKINTOSH, ESQ.,
BABOO PEARY CHAND MITTRA.,
C. A. RAILEY, ESQ.,
J. L. REED, ESQ.,
and
G. SIMMONS, ESQ.
J. B. KNIGHT, ESQ., *in the Chair.*

The following Resolution was proposed by F. Barrow, Esq.; and seconded by J. Mackintosh, Esq., and carried. J. J. Bradley, Esq., only dissenting.

"That the accounts for the year ending February 1867, as audited, be received and passed."

The following amendment was proposed by J. J. Bradley, Esq.:—

"That the Reserve Fund be allowed to stand in the Accounts as heretofore, and that early steps be taken to invest the same in Government Securities so as to form a substantial fund." Only the proposer voted for the amendment.

After a vote of thanks to the Chair the Meeting broke up.

(Sd.) J. B. KNIGHT,
Chairman.

Notice.

PUNKABAREE TEA COMPANY, "LIMITED."

THE Eighth Half-Yearly Ordinary General Meeting of this Company will be held at ¼ to 10 A. M., on Wednesday, the 10th July 1867, for the purpose of receiving the Directors' Report and the Accounts.

By Order,
T. R. SAFE,
Secretary.

No. 2, WELLESLY PLACE,
The 9th June 1867.

Notice.

THE Interest and Responsibility of MR. WILLIAM MAITLAND in our Firm ceased on 30th April last.

MACKILLOP, STEWART & Co.

CALCUTTA,
The 22nd May 1867.

Labac Tea Company, "Limited."

IN LIQUIDATION.

NOTICE is hereby given that a General Meeting of the Shareholders of this Company will be held at No. 7, Mission Row, on Friday, the 19th day of July next, at 12 noon, for the purpose of passing the accounts of the Liquidators as required by Act XIX. of 1857.

BEGG, DUNLOP & Co.,
Liquidators.

Eastman and Company, "Limited."

NOTICE is hereby given, that the Eighth Ordinary General Meeting of the Shareholders of this Company will be held within the Company's Office, No. 9, Dhurrumtollah Street, on Saturday, the 27th day of July instant, at 3 o'clock afternoon, for the purpose of passing the accounts of the Company for the year ending the 30th April last, and for the transaction of any other business that may be brought forward.

By Order,
R. ALLARDICE, *Jr*,
Manager.

CALCUTTA,
The 4th July 1867.

Notice.

BORRADAILE, SCHILLER STEAM TUG COMPANY, "LIMITED."

THE fine powerful Boats,
Alexandra, Paris, Mauritius, Mary Stewart, are available for towing.

N. B.—Captain A. Ritchie has been appointed out-door Superintendent of the above steamers.

BORRADAILE, SCHILLER AND Co.,
Agents and Secretaries.

Notice.

PORT CANNING HOTEL COMPANY, "LIMI[TED]"

Notice is hereby given that in pursuanc[e] Resolution passed at a Meeting of Director[s] on the 4th instant, the Directors have to n[o]tify final Call of Fifty Rupees per share, and th[at] same shall be paid by the Shareholders t[o] Manager of the National Bank of India, Limi[ted] Calcutta, on or before the 15th day of Aug[ust] next.

Interest at the rate of 10 per Cent. per [an]num will be charged upon all sums remain[ing] unpaid in respect of the said Call after the [day] appointed for payment thereof.

By Order of the Directors,
MONTAGUE MASSEY,
Offg. Secretary.

No. 3, *Fairlie Place.*

Chittagong.

THE RANGONEA COMPANY, "Limited," IN LIQUIDATION.

THE undersigned are prepared to receive offe[rs] for the property of this Company, situated [...] miles from the Station of Chittagong, on a na[vi]gable stream, consisting of about 4,000 acres [of] forest land held under the Waste Land Rules.

The gardens contain about 80 acres of te[a] principally in its third year, from which a sma[ll] quantity of tea has been made this season, a[nd] about 40 acres cleared but not planted, and f[or] which plants to the number of 3 lakhs are rea[dy] in the nurseries for transplanting.

The balance of purchase money due to Gove[rn]ment is Rupees 6,300.

For further particulars apply to
MACKILLOP, STEWART AND Co.,
Liquidators

CALCUTTA,
The 9th July 1867.

Notice.

THE RANGONEA COMPANY, "LIMITED."

The following Resolutions were passed at [an] Extraordinary General Meeting of the Compa[ny] held at the Registered Office on 21st June [last] and have been confirmed at a Second Extraor[di]nary General Meeting convened for the pur[pose] held as above this day.

1. That the Company be wound up forthw[ith]

2. That Messrs. Mackillop, Stewart and C[o.] pany be appointed Liquidators to carry out [the] Resolution to wind up the gardens, and that t[hey] be authorized to make a call or calls for [the] expenses attending the liquidation, and to pay [the] arrears of salary or expenses now due. T[heir] remuneration to be Rupees 100 per month u[ntil] the liquidation be completed, provided the term[s] not extend beyond 31st December next.

3. That the Liquidators be empowered to [sell] the gardens by private contract or by public [auction] and that the shareholders be allowed to purch[ase]

MACKILLOP, STEWART AND Co.,
Managing Agent[s]

13, OLD COURT HOUSE STREET,
Calcutta, the 9th July 1867.

Lost,

In transit through the Post, in a Registered Letter posted at the Allahabad Post Office, the Halves of the following Government Currency Notes:—

Calcutta Circle.

No. A24—11645, for Rs. 50.
„ A24—11723, „ 50.
„ A23—75213, „ 50.
„ A25—64316, „ 20.

Application has been made for refund.

G. A. Savielle,
Pioneer Press, Allahabad.

Lost,

The Second-half of a Government Currency Note, No. A34—16342, for Rupees 20.

Lost,

The following Second-halves of Government Currency Notes, intimation of loss given to the Currency Offices, Calcutta and Nagpore:—

No.	Amount.	No.	Amount.
A25—72645,	Rs. 20.	A25—71284,	Rs 20.
A25—91748,	„ 20.	A25—72673,	„ 20.
A25—74687,	„ 20.	A25—40989,	„ 20.
A25—63598,	„ 20.	A17—53932,	„ 10.
A25—74686,	„ 20.	A17—53933,	„ 10.
A25—46712,	„ 20.	A17—53934,	„ 10.
A25—88700,	„ 20.	A17—53935,	„ 10.
A25—85751,	„ 20.	A17—53936,	„ 10.
A25—67796,	„ 20.	B8—64572,	„ 10.

Lost or Stolen,

Second-half of Government Currency Note, No. 41500, for Rupees 10, about the 30th of July last, intimation of loss given to the Currency Office, Calcutta.

Lost or Stolen,

Half of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A25—43942.

Lost or Stolen,

In transit through the post, Halves of the following Currency Notes, intimation of loss given the Currency Office, Calcutta:—

A31—25665, A19—84241, A20—56790, of Rupees 10 each.

Lost or Stolen,

Half of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A27—27339, for Rupees 20.

Lost or Stolen,

Halves of the undermentioned Government Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

No. A21—46802, } for Rupees 10 each.
„ A21—46804, }

W. Bell.

Notice.

I, the undersigned, do hereby give notice that Government Currency Notes, mentioned at foot hereof, were destroyed by white ants:—

No. A2—32467, for Rupees ...	500
Nos. A35—26080, 26081, 33117, 33119, and 33131, of Rupees 50 each ...	250
Nos. A21—43785, 43786, 43787, 43788, 43789, 43790, 43791, 43792, 43793, and 43794, of Rupees 10 each ...	100
Total Rs. ...	850

Koylas Chunder Mookerjee,
Cashier, Exe. Engr.'s Office, Dinagepore.

Dinagepore,
The 18th June 1867.

Lost or Stolen,

Half of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A37—95737, } One Note, for Rs. 100.
„ A37—95735, }

Lost or Stolen,

Half of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A29—44737, for Rupees 500.

Brindabun Oomedram.

Lost or Stolen,

Half of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A21—17364 for Rupees 10.

Lost,

The First-half of a Government Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A38—14235, for Rupees 100.

J. C. Dawson,
East Indian Railway, Bhaugulpore.

Lost or Stolen,

The First-halves of Government Currency Notes, *viz*:—

No. A28—41899	... ...	Rs. 1,000.
„ A15—23624	... ...	„ 500.
„ A30—16446, 16580, Rs. 100 each	.. ..	„ 200.
„ A13—97978, 96767, 96766, Rs. 100 each	.. ...	„ 300.

All of Allahabad Circle. Payment of which has been stopped at the Currency Office, Calcutta.

Lost or Stolen,

First-half of Government Currency Note, No. A38—17619, dated 20th May 1865, for Rs. 100. Payment has been stopped at the Currency Office, Calcutta.

Lost,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A6—00086, for Rs. 10.

BUDYNATH BURRAL.

Lost,

HALVES of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

No. A37—93811 for Rs. 100.
„ „ 93812 „ „ 100.

Lost in transit,

THE following Halves of Government Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

No. A27—27160 for Rupees 20.
„ A25—76765 „ „ 20.

Stolen,

THE half Notes, Nos. A38—03815, A38—17736, for Rupees 100 each, and Half Note No. A27—15745, for Rupees 20.

Lost,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A38—10689, for Rupees 100, dated 20th May 1865.

Lost or Stolen,

No. A30—73837, 73214, 17268, 72618, 74969, 73674, 73688, 17806, 72275, 9 Notes, Rupees 100 each.
A13—81900, 1 Note, Rupees 100.
A39—01180, 01181, 2 Notes, Rs. 100 each.
A12—03731, 04375, 03909, 3 Notes, Rs. 50 each.
A36—01403, 01139, 2 Notes, Rs. 50 each.
A23—74352, 73111, 72444, 3 Notes, Rs. 50 each.
A35—23217, 45627, 2 Notes, Rs. 50 each.
All of Allahabad Circle. Payment of which has been stopped at the Currency Office.

Lost or Stolen,

SECOND-halves of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

No. A28—81786, for Rs. 1,000.
„ A28—81787, „ 1,000.
„ A28—81997, „ 1,000.
„ A28—82670, „ 1,000.
„ A28—72149, „ 1,000.
„ A28—72131, „ 1,000.
„ A28—72405, „ 1,000.

J. HAMILTON ROBINSON.

Lost,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

A7—08489, A7—08486, } One Note, for Rupees 10.

Lost,

THE Left-halves of Government Currency Notes—

No. A11—65422, for Rs. 20.
„ A7—97105, „ 10.

Lost or Stolen,

HALVES of the following Currency Notes, mation of loss given to the Currency Calcutta :—

Nos. A11—33848, for 50 Rupees, A11—84 for 50 Rupees, A19—41223, for 10 Ru and A8—21642, for 10 Rupees.

Lost,

THE undermentioned Half Notes, *viz.* :—

A34—19755, for Rs. 20.
A34—19745 „ 20.
A20—67165, „ 10.
A20—77096, „ 10.
A20—10526, „ 10.

Stolen,

THE following Government Currency Not Payment stopped at the Currency Office :—

A30—29429, for Rs. 100.
A38—36856, „ 100.
A38—47187, „ 100.
A38—47186, „ 100.
A35—50207, „ 50.
A35—47093, „ 50.
A35—42331, „ 50.

JOYRAM BANERJEE.

Lost,

HALF of Currency Note, No. 10274, for Rup 20, intimation of loss given to the Curre Office, Calcutta.

Lost or Stolen,

HALVES of the following Currency Notes, in mation of loss given to the Currency Off Calcutta :—

No. A23—94591, for Rupees 50, and A21—72200, for Rupees 10.

J. O. MOSES.

Lost or Stolen,

HALVES of the following Currency Notes, in mation of loss given to the Currency Off Calcutta :—

No. A38—27683, for Rupees 100.
„ A18—71558, „ 10.
„ A18—71557, „ 10.

C. W. CARR AND Co.

Lost,

THE Right-half of the following Note :—

No. A19—54281, for Rupees 10.

Lost,

HALF of the following Currency Note, i mation of loss given to the Currency Office, C cutta :—

No. A24—14513, for Rupees 50.

Lost or Stolen,

HALVES of the following Currency Notes, mation of loss given to the Currency Of Calcutta :—

Nos. A38—39124, 39125, 39126, for Ru 100 each.

Lost,

In Lahore on 21st instant, the following Currency Notes of the Lahore Circle :—

No. A30—37857, for Rupees 100.
„ A30—88306, „ 100.

D. Penhearow.

Lahore,
26th June 1867.

Lost or Stolen,

...lf of the following Currency Note, intimation of loss given to the Currency Office :—

No. A19—83787.

Ummerto Lall Mookerjee.

Lost or Stolen,

The Left-hand Half of the following Currency ...te, No. A21—69066, for Rupees 10, intimation ...loss given to the Currency Office, Calcutta :—

William Wilson.

Lost or Stolen,

Half of the following Currency Note, intima...n of loss given to the Currency Office, Cal...tta :—

No. A38—48262, for Rupees 100.

Joboona Doss Luchmeenarain.

Lost,

The undermentioned Left-hand Halves of ...engal Government Currency Notes for ...upees 90 :—

No. A35—51660 for Rupees 50.
„ A27—54045 „ 20.
„ A25—42411 „ 20.

Lost or Stolen,

...Second-halves of Government Currency Notes, ...os. A38—03815 and 17736, for Rupees 100 each. ...yment of which has been stopped at the Currency ...fice, Calcutta.

Lost or Stolen,

...Halves of the following Currency Notes, ...imation of loss given to the Currency Office, ...lcutta :—

No. A23—87380 for Rupees 50.
„ A22—17385 „ „ 10.

60.

C. W. Carr & Co.

Lost or Stolen,

...Halves of the following Currency Notes, inti...tion of loss given to the Currency Office, ...lcutta :—

No. A21—63866 for Rupees 20.
„ A21—30959 „ „ 20.

Lost,

...Left-half Currency Note of Rupees 20, No. ...34—37655.

Raj Coomar Dass.

Lost,

...Left-half of a Lahore Currency Note, No. ...10, for Rupees 100.

Notice

Is hereby given, for general information, that half of a Currency Note, No. A11—95441, dated 13th July 1861, for Rupees 50, had been lost. A reward of Rupees 5 will be given to any one who can give clue to the discovery of the Note.

Chundrosikher Dass.
Moonsiff's Court, Rangonea,
Zillah Chittagong.

Lost,

Right-half of the following Government Currency Note, intimation of loss given to the Paper Currency Office, Calcutta :—

No. A6—47334, for Rupees 10.

Lost or Stolen,

Half of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A27—84826, for Rupees 20.

Lost or Stolen.

The Right-half of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A19—54281, for Rupees 10.

Lost,

Half of Currency Note, No. A27—37810, of the 16th May 1862, for Rupees 20.

Lost,

One Currency Note, Nos. A25—85537, 14th May 1862, and A27—38551.

Lost or Stolen,

Half of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A6—56769.

Lost in Transit,

Second-half of Government Note, No. A19—63270, for Rupees 10. Payment stopped.

A. Wilson and Co.

Stolen,

At Chindwarah the following Currency Notes, Nagpore Circle, the property of Lieutenant R. E. Burrowes. Payment has been stopped ; 200 Rupees reward for information that will lead to the arrest of the thief :—

No. A30—45525, for Rupees 100.
„ A30—45527, „ 100.
„ A30—45528, „ 100.
„ A30—45591, „ 100.
„ A30—45592, „ 100.
„ A30—52401, „ 100.
„ A30—52402, „ 100.
„ A30—52404, „ 100.
„ A30—52426, „ 100.
„ A30—52427, „ 100.
„ A30—52428, „ 100.

J. M. Berrill,
Dist. Supdt. of Po...

Lost or Stolen,

In transit through the Post between Soogowlie and Allahabad, the following entire Currency Note. Intimation of loss has been given to the Currency Office, Calcutta :—

No. A31—17080, Calcutta, May 20th 1865, for Rupees 100.

W. J. Ward, *Major*,
8th B. C.

Lost or Stolen,

Half of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A25—68621, for Rupees 20.

Lost or Stolen,

The first-half of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A29—44368, for Rupees 500.

W. Wavell.

Bogra,
The 30th June 1867.

Lost,

The whole of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

Nos. A29—40044 and 37567, for Rupees 500 each.

Special Notice to Subscribers to the

"RULES FOR THE GUIDANCE OF REVENUE OFFICERS"

AND TO THE

"LAW OF LANDLORD AND TENANT."

Abstracts of all the decisions by the High Court of Judicature which illustrate the

RENT LAWS,

as furnished by the Board of Revenue to the Officers of the Revenue Department, for insertion on the interleaves of the Board's publication, the

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(INDISPENSABLE to all who wish to know the latest interpretations of that important Law),

AND RULES PASSED BY THE BOARD OF REVENUE,

as furnished to the Officers of the Revenue Department, for insertion on the interleaves of Rules of the Revenue Department

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Slip No. 1 containing additions, &c., made up to date. Price, with postage ... Rs. 2

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Now Ready, Slips as far as No. 11, with additions, &c., to date Price, with postage ... Rs. 2

Wyman Bros.,
Publishers.

Hare Street, Calcutta,
June 1867.

Just published.

In Pamphlet Form.

ACTS and ORDERS relating to the E ment and Transport of Native Laborer contract for employment in Assam, Cacha Sylhet. Price—8 Annas.

To be had on application at the Offices of Superintendent of Labor Transport, Calcu Commissioner of Assam, and Deputy Commissi of Cachar.

A Bengallee Translation and an Urdu Tran tion of the Acts and Orders, recently publis are also to be had at the same price in the Offic the Superintendent of Labor Transport, Calcu

Edited by the Secretary, Board of Revenue

THE FIRST COMPLETE EDITION OF THE RUL OF THE REVENUE DEPARTMENT.

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GUIDANCE OF OFFICERS

ENGAGED IN

THE ADMINISTRATION

OF THE

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IN THE

LOWER PROVINCES OF BENGAL.

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BEING

Chap. XXVI. of the RULES of the BOARD of REVE

CALCUTTA:
OFFICE OF SUPDT. OF GOVT. PRINTING,
No. 4, HASTINGS' STREET.
1866.

VALUABLE LANDED PROPERTY AT HOWRAH.

Messrs. Mackenzie, Lyall and Co.

Will sell by Auction,

at their Commercial Sale-Rooms,

at 1 P. M. *on the 29th July* 1867.

TO THE HIGHEST BIDDER.

A WELL-RAISED LOWER-ROOMED GARDEN HOUSE,

belonging to A. M. Vardon, Esq, situate on the West side of the New Chandmary Bridge, on the Trunk Road, No. 207, at Howrah, containing Hall, four Bed-rooms, two Bath-rooms, and Verandahs, with Coach-house, Stabling, and other necessary Out-offices, together with a Tank and a Garden well laid out, standing on about two biggahs and seventeen and half cottahs of ground. The House has been yielding from 70 to 80 Rupees a month on a lease.

For further particulars apply to A. M. Vardon, Esq., No. 5, Clive Row.

CONDITIONS OF SALE.

1*st.*—The highest bidder to be the purchaser.

2*d.*—One-half of the amount of purchase-money to be paid immediately on the lot being knocked down and the balance on the 13th August next, when the purchase is to be completed and the Conveyance will be executed.

3*rd.*—The costs and charges of the Conveyance, including stamp, &c., to be borne by the purchaser.

4*th.*—In case the purchase shall not be completed and the balance of the purchase-money paid by the 13th August next, the deposit shall be forfeited and the premises re-sold at the costs and risk of the first purchaser, who shall not be entitled to any benefit from such re-sale.

Lost or Stolen,

ONE HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A6—30280, for Rupees 10.

Lost,

THE halves of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

Nos A25—64240 and A25—43555, for Rupees 10 each.

Lost,

ONE HALF of a Government Currency Note, No. A27—67087, for Rupees 20.

NOTICE issued by the POST-MASTER GENERAL of BENGAL.

No. 176.

GOODS can be conveyed between Calcutta and Punkabarree daily (and also passengers when there is room or if a full cart is engaged) by Government Bullock Train. Packages for Darjeeling can only be prepaid as far as Punkabarree.

R. W. H. FANSHAWE, *Major*,
Post-Master Genl. of Bengal.

CALCUTTA,
The 17th December 1866.

NOTICES issued by the POST-MASTER of CALCUTTA.

No. 86.

The 5th July 1867.—Mail Packets for the Overland Mail, which leaves Bombay on the 24th July 1867, will be closed at 6 P. M. on each day as follows:—

Viâ Southampton, 17th July 1867.
Viâ Marseilles, 18th July 1867.
Express, 19th July 1867.

Rates of Postage.

ORDINARY.

	Viâ Southampton. Rs. As. P.	*Viâ* Marseilles. Rs. As. P.
Under ½ Ounce	0 4 0	0 6 8
„ 1 „	0 8 0	0 13 4

BY THE EXPRESS.

Four annas per ½ Ounce in addition to the above. Letters for the Express will be received by a Clerk at the window.

The Express is confined to letters only.

No. 88.

The 8th July 1867.—Mails for Bombay, Bimlipatam, Vizagapatam, Coconada, Madras, Negapatam, Galle, Colombo, Tuticorin, Narrakel, and Curwar, for transmission per Steamer *Burmah*, will be closed at this Office on Sunday, the 14th July at 6 P. M.

No. 89.

The 9th July 1867.—Mails for Akyab, Rangoon, and Moulmein, for transmission per Steamer *Coringa*, will be closed at this Office on Monday, the 15th instant, at 6 P. M.

Letters, &c., for Port Blair, can be sent *viâ* Rangoon by this opportunity.

Printed and Published for the Government by F. J. BARLOW, *at the Office of the Bengal Secretariat, Calcutta.*

APPENDIX TO

The Calcutta Gazette.

WEDNESDAY, JULY 10, 1867.

NOTICE

Is hereby given that the sale of the Proprietary right of Government to the Estates merated in the following Advertisements of Sale will be made subject to these

CONDITIONS OF SALE:

1*st.*—The Estates to be sold, subject to the Government Revenue against each, to the highest der above the upset price.

2*nd.*—The sale to be subject to existing leases and to the rights conferred by the settlement ings and laws in force, and Purchasers to be bound to respect the rights of resident culti pro- signed the Schedule of Assessment made by the Revenue Authorities. vators who

3*rd.*—If the amount of purchase-money do not exceed Rupees 100, the whol amount to be paid n at once.

4*th.*—If the amount of purchase-money exceed Rupees 100, one-fou rth of the amount bid to be diately deposited. If the balance be not paid by noon of the fif teenth day after the sale, reckon- the day of sale as one, or if that day be a close holiday, then the sale to be cancelled, the sum deposited being forfeited by noon of the first succeeding Office put up for sale at the risk of the defaulting Purchaser to Government, and the Estate to be nal sale. after issue of advertisement as in the case of

5*th.*—In addition to the ordinary Governmen Revenue fixed on the Estates, the Purchasers shall be roads and to pay for the construction of and improvement of communications one per cent. on the nment Revenue assessed from the date of entry upon the purchase. This sum will be leviable in me manner as other arrears of Revenue.

By Order of the Board of Revenue, L. P.,

R. B. CHAPMAN,

Secretary.

ADVERTISEMENTS OF SALE.

NOTICE is hereby given that the Proprietary right of Government to the undermen Estate, situated in the District of Dacca, will be put up to sale, at the Dacca Collectorate, on We day, the 10th July 1867, corresponding with 27th Assar 1274 *B. S.*

The purchasers of the Estate will be subject to the Conditions of Sale notified with the signa of the Secretary to the Board of Revenue at the head of this Appendix :—

Number of Statement of Government Estate.	Number on the District Roll.	Name of Estate and Pergunnah.	Area in Acres.	Government Revenue.			Upset price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
1549	9686	Chur Zaretollah, No. 6, Pergunnah Kamrapore.	251 3 13	159 14 1	1 10 0	161 8 1	319 12 2	The right of t Purchaser in t Estate will be esta lished from the of Bysack 1274 *S.*, and he will ha to pay an ann revenue of Rup 161-8-1.

DACCA COLLECTORATE,
The 3rd June 1867.

D. R. LYALL,
Offg. Depy. Collr. in charge.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Esta situated in the District of Jessore, will be put up to sale, in the Jessore Collectorate, on Tuesday, 16th July 1867, corresponding with 1st Sawun 1274 *B. S.*

The Purchaser of the Estate will be subject to the conditions of sale notified under the signat of the Secretary to the Board of Revenue at the head of this Appendix, with the addition of following condition, *viz.* :—

That the Purchase will have effect from 1274 *B. S.*

1	2	3	4	5			6	7
Number in Statement of Government Estates.	Number on the District Roll.	Name of Estate and Pergunnah.	Area in acres.	Government Revenue.			Upset price.	Remar
				Revenue assessed.	Road Cess.	Total.		
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
163	4864	Shedipasa, Pergunnah Issubpore ...	0 2 21	2 15 0	0 1 0	3 0 0	5 14 0	

JESSORE COLLECTORATE,
The 28th May 1867.

J. O'KINEALY,
For Officiating Collector

OTICE is hereby given that the Proprietary right of Government to the undermentioned , situate in the District of Midnapore, will be put up to sale, at the Midnapore Collectorate, rsday, the 25th July 1867, corresponding with 10th Srabun 1274 Bengalee, and the 11th 1274 Umlee.

he Purchasers of these Estates will be subject to the Conditions of Sale notified under the ure of the Secretary to the Board of Revenue at the head of this Appendix :—

Number on the District Roll.	Name of Estates and Pergunnahs.	Area in Acres.			Government Revenue. Revenue assessed.			Road Cess.			Total.			Upset Price.			Remarks.
		A.	R.	P.	Rs	As.	P.	Rs.	As.	P.	Rs.	As.	P.	Rs.	As.	P.	
2522	Shamroy Chuck, Raneearah, Pergunnah Majnamoota ...	75	0	0	15	0	0	0	3	0	15	3	0	30	0	0	
1138	Gooroopersad Chuck, Ektearpoor, Pergunnah Majnamoota ...	35	0	0	7	0	0	0	2	0	7	2	0	14	0	0	
1338	Jugurnath Chuck, Mouzah Parrakandee, Pergunnah Majnamoota ...	139	0	0	26	0	0	0	4	0	26	4	0	52	0	0	
2124	Peran Chuck, Rookootea, Pergunnah Majnamoota	44	0	0	9	0	0	0	2	0	9	2	0	18	0	0	
2292	Roghoonath Chuck, Pergunnah Majnamoota ...	33	0	0	7	0	0	0	2	0	7	2	0	14	0	0	
1654	Lukheejunardun Chuck, Mouzah Hureena Domoorbareea, Pergunnah Narooamoota ...	49	0	0	15	0	0	0	3	0	15	3	0	30	0	0	
271	Radhabenud Chuck, Pergunnah Narooamoota...	38	0	0	22	0	0	0	4	0	22	4	0	44	0	0	
630	Bhogepoor, Pergunnah Baleegorah ...	6	0	0	10	0	0	0	2	0	10	2	0	20	0	0	
629	Bhogepoor, Pergunnah Baleegorah ...	6	0	0	9	0	0	0	2	0	9	2	0				

ERSCHEL,
W. J. *Collector.*

LECTOR'S OFFICE ;
trict Midnapore,
21*st May* 1867.

OTICE is hereby given that the Proprietary right of Government to the undermentioned , situate in the District of Midnapore, will be put up to sale, at the Midnapore Collectorate, nesday, the 10th July 1867, corresponding with the 27th Assar 1274 Bengallee, and the 28th 1274 Umlee.

he Purchaser of this Estate will be subject to the Conditions of Sale notified under the ure of the Se[illegible] f Revenue at the head of this Appendix :—

Number on the Dis[illegible] Roll.	Name of Estate and Pergunnah.	Area in Acres.			Government Revenue. Revenue assessed.			Road Cess.			Total.			Upset Price.			Remarks.
		A.	R.	P.	Rs.	As.	P.	Rs.	As.	P.	Rs.	As.	P.	Rs.	As.	P.	
1029	Gopalnuggur, Pergunnah Chettooa ...	0	1	15	...			..			..			8	2	0	To be sold revenue free.

W. J. HERSCHEL,
Collector.

LLECTOR'S OFFICE ;
Midnapore,
e 31*st May* 1867.

NOTICE is hereby given that the Proprietary right of Government to the undermen Estate, situated in the District of Moorshedabad, will be put up to sale, in the Moorshedabad torate, on Tuesday, the 13th August 1867, corresponding with the 29th Shrabun 1274, *B. S.*

The Purchasers of this Estate will be subject to the Conditions of Sale notified under the sig of the Secretary to the Board of Revenue at the head of this Appendix:—

Number in Statement of Government Estates.	Number on the District Roll.	Name of Estate and Pergunnah.	Area in Acres.	Government Revenue.			Upset Price.
				Revenue assessed.	Road Cess.	Total.	
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.
25	574	Alluvial land Katee Gunga Pergunnah Ajemnugur.	234 0 8	212 5 0	2 2 0	214 7 0	424 10 0

MOORSHEDABAD;
Collector's Office,
The 22nd May 1867.

H. HANKEY,
Offg. Collector.

No. 35.] [1365]

The Calcutta Gazette.

WEDNESDAY, AUGUST 28, 1867.

Home Department.

LEGISLATIVE.

THE following Act of the Governor General of India in Council received the assent of His Excellency the Governor General on the 18th July 1867, and is hereby promulgated for general information :—

ACT No. XXXIII OF 1867.

An Act to amend Act No. XXXI of 1861.

Preamble.

WHEREAS it is expedient to amend Act No. XXXI of 1861 *(to regulate the manufacture of Saltpetre and the sale of Salt educed in the refinement thereof)* ; It is hereby enacted as follows :—

Amendment of Act XXXI of 1861, Section 6.

1. Section 6 of the said Act shall be read as if for the words "fine of Rupees five hundred," the following were substituted (that is to say), "fine not exceeding Rupees five hundred."

WHITLEY STOKES,

Asst. Secy. to the Govt. of India,

Home Department (Legislative).

ORDERS by the LIEUTENANT-GOVERNOR of BENGAL.

No. 3294.

APPOINTMENTS.

The 9th August 1867.—Ensign T. B. Michell, Assistant Commissioner of Nowgong, is vested with the powers of a Sudder Ameen in all the Districts of the Assam Province.

The 13th August 1867.—Moulvie Abdool Luteef, Khan Bahadoor, Deputy Magistrate and Deputy Collector, 24-Pergunnahs, is vested with powers, under Section [illegible] Act X. of 1854, to receive and try, without reference by the Magistrate, all cases within the competency in that portion of the Suburbs of Calcutta, as defined by Act XXI. of 1857, which is not included in the jurisdiction of the Sealdah Court.

The 14th August 1867.—Mr. W. D'Silva to be a Special Deputy Magistrate, under Act XV. of 1843, and a Deputy Collector, under Regulation IX. of 1833, in the Cuttack Division, and to exercise the powers of a Subordinate Magistrate of the Second Class in all the Districts of that Division.

The 17th August 1867.—The Joint-Magistrate of Moorshedabad is vested with powers, under Section 20, Act XXII. of 1864, to try breaches of the Rules, passed under Section 19 of the said Act in the Cantonment of Berhampore.

The 21st August 1867.—Mr. W. J. Kilby to officiate, until further orders, as District Superintendent of Police, Gya.

The 24th August 1867.—The following gentlemen to be Members of the Local Committee for the management of the Dispensary at Pooree, *viz.* :—

Mr. J. H. Thompson.

Baboo Mohunt Narain Das.

In anticipation of his services being placed at the disposal of this Government, the Reverend W. H. Gale is appointed to officiate as Chaplain

of the Garrison of Fort William and the Military Hospital, during the absence, on deputation, of the Reverend M. R. Burge as Domestic Chaplain to the Lord Bishop of Calcutta, during His Lordship's approaching visitation.

Mr. A. Anley to officiate, until further orders, as District Superintendent of Police, Tipperah, with effect from the date on which he may receive charge from Captain G. B. Fisher.

Mr. F. J. R. Walker, Deputy Magistrate and Deputy Collector, to have charge of the Sub-Division of Julpigoree, and to exercise the powers of a Magistrate in the Western Dooars, and those of a Deputy Collector in the District of Rungpore, during the absence, on leave, of Mr. J. Stewart, or until further orders.

The appointment of Mr. Walker to Cachar, notified in the *Calcutta Gazette* of the 31st ultimo, is cancelled.

The 26th August 1867.—Mr. J. S. Armstrong, Officiating Joint-Magistrate of Cuttack, is vested with powers, under Section 20, Act XXII. of 1864, to try breaches of the Rules, passed under Section 19 of the said Act, in the Cantonment of Cuttack.

Mr. H. Woodrow, M. A., Inspector of Schools, Central Division, to have charge of the office of Inspector of Schools, South-West Division, in addition to his own duties, during the absence, on leave, of Mr. R. L. Martin, or until further orders.

The 27th August 1867.—Surgeon A. FitzGerald to be Civil Surgeon of Chumparun.

Lieutenant E. N. D. LaTouche, Officiating Assistant Commissioner in Assam, is posted to the District of Nowgong.

Baboo Dinobundhoo[illegible]ulick, Deputy Magistrate and Deputy C[illegible]ctor of Madaripore, is transferred to the Sud[illegible] Station of the District of Backergunge.

Mr. T. A. Donough, [illegible]eputy Magistrate and Deputy Collector, to [illegible]ve charge of the Sub-Division of Madaripo[illegible] and to exercise the powers of a Magistrate in the District of Backergunge.

Baboo Sham Chunder Nath, Deputy Magistrate and Deputy Collector, to have charge of the Sub-Division of Dukhin Shahbazpore, and to exercise the powers of a Magistrate in the District of Noakhally.

Mr. C. J. Hampton, Honorary Magistrate of Beerbhoom, is vested with the powers of a Subordinate Magistrate of the First Class, and those under Section 1, Act X. of 1854, in the District of Moorshedabad.

The 28th August 1867.—The following Assistant Superintendents of Police are promoted, *viz.*:—

From the Second to the First Grade.

Mr. D. J. Poole.
" W. J. Kilby.
" R. F. H. Pughe.

From the Third to the Second Grade.

Mr. E. A. Vines.
" W. R. Green.
" H. Harris.
" H. V. H. Roberts.
" C. A. Fisher.
" W. L. H. Forbes.

Leave of Absence.

The 20th August 1867.—Mr. J. Lambert, Officiating District Superintendent of Police, Gya, for two months, under the orders of the Right Hon'ble the Secretary of State for India, dated 8th November 1865.

The 22nd August 1867.—Mr. A. C. Woodward, Deputy Magistrate and Deputy Collector of Hazareebaugh, is allowed ten days' preparatory leave of absence to enable him to appear before the Medical Committee in Calcutta.

The 24th August 1867.—Captain G. B. Fisher, Officiating District Superintendent of Police, Tipperah, for three months, under Section 6 of the Covenanted Service Absentee Rules, from the 1st proximo, or any other date on which he may avail himself of the leave.

Mr. J. Stewart, Assistant Magistrate and Deputy Collector of Julpigoree, for two months, under Section 6 of the Covenanted Service Absentee Rules, from the 30th instant, or any other date on which he may avail himself of the leave.

The following Officers are allowed leave of absence during the ensuing Dusserah vacation, under paragraph 16 of the Uncovenanted Service Absentee Rules, *viz.*:—

Baboo Anund Chunder Banerjee, Judge of the Small Cause Court at Beauleah.

Moulvi Ali Newaz, Principal Sudder Ameen of Chittagong.

Mr. L. W. Hutchinson, Principal Sudder Ameen of Furreedpore.

The 26th August 1867.—Mr. R. L. Martin, Inspector of Schools, South-West Division, for one month, under paragraph 16 of the Uncovenanted Service Absentee Rules, from any date after the 1st September next, on which he may avail himself of the leave.

Notification.

The 23rd August 1867.—Baboo Rash Behary Bose, Deputy Magistrate and Deputy Collector of Khoolna, having resumed charge of his office on the 9th instant, the unexpired portion of the leave granted to him, under orders of the 11th May last, is cancelled.

The 27th August 1867.—Mr. R. D. Hime, of the Civil Service, reported his return from sick leave by the P. and O. Co.'s Steamer *Mongolia*, which reached the Sandheads on the 25th instant.

Erratum.

The 24th August 1867.—In the orders of the 18th June last, published in the *Calcutta Gazette* of the 19th idem, notifying the appointment of certain gentlemen to be Members of the Pooree Dispensary Committee, *for* "Luckon Chunder Roy," *read* "Loke Nath Roy."

NOTIFICATION.

The 12th August 1867.—It is hereby notified that the provisions of Act XX. of 1856 will be introduced into the villages noted in the margin, which are situated in the Suburbs of the Town of Soory, in the District of Beerbhoom, in the Burdwan Division, and that the said villages will, in conformity with Section 3, of the aforesaid Act, be united with the Town of Soory, for the purpose of carrying out the provisions of that Act.

Lomboderpore.
Bosuntopore.
Lilpara.
Anundpore and Dangal at old line.

2. Under Section 4 of the Act, it is also notified that the limits of these villages will be those defined in the measurement papers prepared by the Surveyor of the Division, which are deposited in the Collector's Office at Beerbhoom, where they can be inspected by any person wishing to do so.

3. Under Section 10 of the Act, it is further notified that the tax to be levied upon the inhabitants will be an assessment according to the circumstances and property to be protected of the persons liable to the same.

NOTIFICATION.

The 17th August 1867.—It is hereby notified, under Section 2, Act XX. of 1856, that the provisions of the said Act shall have effect from this date within the towns of Sewan, Revelgunge, and Goldengunge.

Under Section 4 of the Act, it is further notified that the villages included within the boundaries defined below will form the unions of the said towns :—

SEWAN UNION.—Bounded on the West by the boundary of Mohuddimpore Village ; on the East by the Ferry Fund Road which goes to Chuprah, and by the boundaries of Uttursoor and Mahpore villages ; on the North by the borders of Pukri and Selimpore ; and on the South the borders of villages Joorkun and Salownapore.

REVELGUNGE UNION.—Bounded on the East by bye-road, branching off from Government road (leading from Chuprah to Revelgunge) near the 4th mile-stone, and running to the East of Ajoebgunge ; on the West " Durisree Babas Muth ;" on the North a Nuddee running South of Jigna and North of Revelgunge ; on the South the Gogra River.

GOLDENGUNGE UNION.—On the South the River Gogra ; on the North the boundaries of Kulpoora, Lafoospore, and Futtehpore ; on the West the boundary of Roza Village, where a road leads *viâ* Burm. Asthan,—North and South between the Lower and Upper Government Roads ; on the East the boundaries of Kazeepore and Khawaspore Villages, where a lane runs from the banks of the Gogra River up to the Sonepore Road.

Under Section 10 of the Act, it is also notified that the tax to be levied upon the inhabitants of the said towns of Sewan, Revelgunge, and Goldengunge will be an assessment according to the circumstances and the property of the persons liable to the same.

NOTIFICATION.

The 22nd August 1867 —In modification of the Schedule of fees authorized to be levied under the provisions of Act XX. of 1866, " The Indian Registration Act," published in the *Calcutta Gazette* of the 9th May 1866, the Lieutenant-Governor is pleased, with the sanction of the Government of India, to declare that the minimum fee for the registration of any instrument, the value or consideration of which does not exceed 100 Rupees, shall be eight annas instead of four annas as at present.

NOTIFICATION.

The 22nd August 1867.—It is hereby notified that the undermentioned twelve villages have been transferred from the Police jurisdiction of Purneah to that of Bhaugulpore :—

Chuttea Golla.	Russiapore.
Mohimpore.	Gobindpore.
Kowaspore.	Khurriajpore.
Bholowree.	Bakimpore.
Bursurampore.	Raneediara.
Kushalpore.	Madhopore.

NOTIFICATION.

The 23rd August 1867.—In continuation of the previous Notification of the 8th instant, it is hereby notified that the Lieutenant-Governor will—

Leave Gowalparah on or about the 1st September.

Leave Gowhatty on or about the 4th September, and reach Dibroo[illegible] on or about the 14th September.

Further notice of t[illegible] Lieutenant-Governor's movements will be give[illegible] reafter.

The following Order [illegible]d by the Government of India, in the Home Department, is republished for general information :—

No. 3277.—*Simla, the* 10*th August* 1867.—The following letter from G. W. West, Esq., Her Majesty's Consul at Suez, dated the 11th of July, is published for general information :—

SUEZ,
The 11*th July* 1867.

To His Excellency the Right Hon'ble SIR JOHN LAWRENCE, BART., G. C. B., G. C. S. I., *Viceroy and Governor General of India.*

EXCELLENCY,—I am instructed by Her Britannic Majesty's Agent and Consul-General in Egypt to inform your Excellency that all vessels arriving at Suez unprovided with Bills of Health from ports at which they may touch will be subjected to quarantine, but passengers and mails may pass through, by quarantine trains, to Alexandria.

I have, &c.,
(Sd.) G. W. WEST,
Consul.

The following Orders issued by the Government of India, in the Military Department, are republished for general information :—

No. 798.—*Simla, the* 14*th August* 1867.—The undermentioned Officers of the Medical Department, having completed twelve years' service, are promoted to the rank

of Surgeon from the dates specified, under the provisions of G. G. O. No. 1060 of the 23rd December 1864, subject to Her Majesty's approval :—

* * * * *

Assistant Surgeon Theobald Mathew, M. B. ...	4th August 1867.
* * *	
Assistant Surgeon Charles Julian Jackson ...	
Assistant Surgeon Robert Bird, M. D. ...	
Assistant Surgeon John Martin Coates, M. D. ...	
* * *	
Assistant Surgeon William Henry Hayes ...	

No. 800.—The services of Major R. Y. Chambers, of the Bengal Staff Corps, are placed temporarily at the disposal of the Government of Bengal.

No. 804.—*The* 15*th August* 1867.—His Excellency the Governor General in Council is pleased to make the following appointment in the Calcutta Volunteer Rifle Corps :—

Captain C. E. Buckley, of the 3rd Battalion, Rifle Brigade, to be Adjutant, in room of Captain Stansfeld, appointed Private Secretary to the Hon'ble the Lieutenant-Governor of Bengal.

This appointment has effect from the 9th May 1867.

The following Order issued by the Government of India, in the Public Works Department, is republished for general information :—

No. 11*F.*—*Simla, the* 14*th August* 1867.—The services of Mr. H. Leeds, Conservator of Forests in British Burmah, are placed at the disposal of the Government of Bengal with the view of his being appointed Conservator of Forests, subject to the confirmation by the Secretary of State for India of the constitution of that appointment.

NOTIFICATION.

The 19*th August* 1867.—Under the provisions of Section 385, Act VIII. of 1859, and Section 39, Act XXIII. of 1861, the Lieutenant-Governor is pleased to notify that, from the [illegible] day of October 1867, Acts VIII. of 1859 and XXIII. of 1861 are extended to the Sonthal Pergunnahs, subject to the following provisions, restrictions and exceptions :—

First.—Section 3 of Act VIII. of 1859 shall be subject to the following proviso :—

Provided that the Commissioner of the Sonthal Pergunnahs, or other Court exercising final appellate jurisdiction within the Sonthal Pergunnahs, may, at any time, within one year from the time of the passing or execution of any judgment or order by any Subordinate Court, call for such judgment or proceedings without any regular appeal or application for review having been preferred against the same, and may, if he shall see sufficient ground, revise and alter, or reverse, or confirm the same.

But that in such case, before revising, altering, or reversing any judgment or orders, the Commissioner of the Sonthal Pergunnahs, or other Court exercising final appellate jurisdiction as aforesaid, shall cause the same notice to be given to the party in whose favor the judgment or order was pronounced, and the same opportunity to such party to be heard in support thereof, and the same proceedings to be taken, as if a memorandum of appeal had been filed by the party aggrieved thereby.

Second.—Section 6 shall be subject to the following proviso :—

Provided that when several Courts having different jurisdictions are located in the same place, all suits shall be instituted in the Superior Court of that place, and shall be distributed by the Judge of such Court to such subordinate Judges having jurisdiction as he may think fit.

Third.—Section 47 shall be subject to the following proviso :—

Provided that if the plaintiff shall apply to the Court that the summons may be served by himself or by some other person named by him, the Court may make an order to that effect, and shall cause the summons to be delivered to the plaintiff, or such person as aforesaid, who shall be responsible for its due service.

Fourth.—Section 55 shall be subject to the following proviso :—

Provided that in all cases in which a summons is served in the manner prescribed by Section 55, the serving Officers shall, *in the presence* of the Mundel or other Headman of the village and of the village Chowkeedar, fix the copy of the summons on the outer door of the house in which defendant is dwelling, and that such persons shall, at the same time, cause a drum to be loudly beaten at that house, and proclamation to be made of the cause and date of the defendant's appearance. Provided also that the Mundel or other Headman of the village who may be present shall give to the person to whom the summons may be given for service a certificate in writing that the summons has been duly served in the manner before mentioned.

Fifth.—Sections 81, 82, and 83 are subject to the following proviso :—

Provided that security may, at the discretion of the Court, be demanded from a defendant during the progress of a suit. The Court may, if it see sufficient grounds for the measure, direct the village authorities to prohibit and prevent a defendant making away with any part of his property until the suit is decided.

Sixth.—Section 151 is excepted, and the following rule substituted instead :—

Rule.—Witnesses shall receive subsistence and travelling allowance from the parties requiring their attendance at the rate of two annas per diem, or more, at the discretion of the Court, from the time they leave until their return home; payment for the whole time to be made when the witnesses are about to have their depositions taken, or at any previous period on which they may complain to the Court of non-payment. Private arrangements between the witnesses and the party requiring them as to their subsistence allowance to be encouraged as much as possible. Should no arrangement be made, and payment be refused on any ground by plaintiff, his case should be at once dismissed; should defendant default, the case shall be decided without the evidence of his witnesses being taken. Subsistence allowance to witnesses at the rate abovementioned shall always be charged as an item of costs. If plaintiff wishes defendant to appear as a witness, he must lodge the amount of defendant's travelling expenses, to be calculated by the Court, according to defendant's position in life.

Seventh.—Section 172. So much of this Section as requires that the examination shall be taken down in writing in the language in ordinary use in the proceedings before the Courts is excepted, and the following rule substituted instead :—

Rule.—The evidence shall be recorded in English only, and by the hands of the Judge himself.

In final cases not liable to appeal, an intelligible note of the essential points of the evidence of each witness is to be taken at the time and in the

course of oral examination by the Officer who tries the case. The notes must be legible, complete, and properly arranged; must test the presence of the witness at the time, and mark every postponement and change of time and scene, so that their *bonâ fide* character may be apparent. These notes shall be filed, and shall form part of the record of the case. Provided that in all cases liable to appeal, and in cases tried by Sub-Assistant Commissioners, the evidence of witnesses shall be recorded at length.

Eighth.—Section 201 shall be subject to the following addition:—"Except that, where the execution of decree is for money lent, it shall not be enforced by imprisonment of the party against whom the decree is made."

Provided also that in all cases where the decree is for Rupees 50 or under, execution shall immediately follow decree, unless defendant at once make an arrangement approved of by the plaintiff, which will then be recorded. If this be not done, plaintiff taking a peon of the Court, or an order of the Court on the Head and Chowkeedar of the village, shall proceed to attach defendant's property in the presence of defendant, if possible, and of his relations on the spot, and of the Head of the village, and accompanied by beat of drum. A list of the property attached shall be prepared by or under the supervision of the Head of the village, and a copy thereof given to plaintiff to be filed in Court. Notice shall be given at the time of attachment by verbal proclamation that the sale of the attached property will be held on the date and at the place, which, having been fixed by the Court, are to be specified in the order for attachment issued to the peon or the Head of the village. The date must be so fixed as to allow one week at least between attachment and sale. The place may be the defendant's village, or the nearest market place, or the Judge's Court-house. The Court may, in any case in which it sees grounds for the step, postpone fixing a day and place of sale until a return has been made to it, certifying the attachment of the property. All decrees of the nature specified above in which the plaintiff shall neglect to do as herein directed, will become null and void after the expiration of fifteen days.

Ninth.—Section 205 is subject to the following restriction:—

Provided that in no case shall the proprietary right to land be sold in execution of a decree by any Sonthal Officer until the Commissioner's sanction thereto has been obtained on a full report made to him through the Deputy Commissioner. Provided also that no tenant's rights in land be sold until after notice to the zemindar, and enquiry and disposal of his objections, if any.

Also provided that the following articles shall in no case be liable to attachment or sale:—

The kutcha houses, agricultural implements, plough-cattle to the extent of three pairs and ploughs corresponding, the grain required for seed, and for the consumption of the family till next crop, the absolutely needful metal, cooking, and water-pots of cultivating ryots, or tools or instruments of any kind by which a man earns his daily bread.

Tenth.—The following rule shall be added after Section 282:—

Rule.—If a Sonthal appear before a Court and request to be released from his debts, his statement shall be taken on solemn affirmation as to the amount thereof and his means of discharging it, and a day shall be fixed for the appearance of his creditors, of which due notice will be given them. The Manjee or Headman of applicant's village, and applicant himself with all the members of his household, shall be warned to appear on the same day, and the Court shall then make full enquiry, and if satisfied that the applicant's statement is true as to the number and names of his creditors, and the amount due to each, and the extent of his property, it shall take measures to sell or transfer the latter to the creditors, and give the applicant a release in full from all debts due to creditors whom he has named and upon whom notice has been served. Arrears of rent are not included in the debts to which this rule applies. Fraudulent collusion of a Sonthal applying under the rule with a creditor renders applicant punishable under the Penal Code, and debars him from the benefit of this rule. If it appear that a Sonthal so applying has obtained recently money or goods with a view to defraud the lenders by taking the benefit of this rule, he shall be punished as above and be debarred as above. Release under this rule is absolute as regards all property acquired by the insolvent after release. Property which he may not have surrendered at his release, is always liable when discovered, and at the same time insolvent would be liable to punishment for fraud.

Eleventh.—Sections 332 and 372 of Act VIII. of 1859 and Section 23 of Act XXIII. of 1861, shall be subject to the following proviso and explanations:—

That in suits up to Rupees 100, similar to those tried in the Regulation Districts by Small Cause Courts, no appeal shall lie from the order of the Assistant Commissioner, and that in similar suits tried by the Sub-Assistant Commissioner, the appeal shall lie only to the Assistant Commissioners; that in all other cases triable by the Sub-Assistant Commissioner, an appeal shall lie to the Assistant Commissioner and from him to the Deputy Commissioner; that appeals from Assistant Commissioners shall lie to the Deputy Commissioner, also that appeals shall lie to the Commissioner only when the Deputy and Assistant Commissioners differ in opinion.

Twelfth.—Section 27 of Act XXIII. of 1861 is excepted.

H. L. HARRISON,
Junior Secy. to the Govt. of Bengal.

Public Works Department,—Bengal.

ESTABLISHMENTS.

No. 269.

The 26th August 1867.

The following Orders issued by the Government of India, Public Works Department, are re-published for information:—

No. 218 *of the* 12*th August* 1867.—Baboo Heeralall Banerjee, Overseer, Second Grade, is transferred from the North-Western Provinces to Bengal.

No. 219 *of the* 13*th August* 1867.—Major F. J. Davies, Executive Engineer, Second Grade, Upper Assam Division, has been appointed to officiate as Superintending Engineer in Bengal as a temporary arrangement, consequent on Captain de Bourbel's departure on leave.

No. 220 *of the* 13*th August* 1867.—The following Orders by the Government of Bengal are confirmed by the Governor General in Council:—

No. 227, *dated* 5*th July* 1867.—Major F. H. Cobbe, R. A., Officiating Superintending Engineer, South-Eastern Circle, to assume temporary charge of the Assam Circle in addition to his own duties, pending the appointment of a Superintending Engineer to that Circle, or until further orders.

No. 249, *dated* 30*th July* 1867.—Mr. H. Leonard, Superintending Engineer, First Class, Second Grade, to assume charge of the South-Eastern Circle from the 18th July 1867.

Major F. H. Cobbe, R. A., Officiating Superintending Engineer, Second Class, Second Grade, to officiate as Assistant to the Chief Engineer, Bengal, and Officiating Assistant Secretary in this Department, from the 18th July 1867, retaining his departmental rank as Officiating Superintending Engineer, during the absence of the Chief Engineer and Secretary with the Lieutenant-Governor.

No. 221, *dated* 15*th August* 1867.—Mr. M. H. Dalton, Accountant, Third Grade, is transferred from Bengal to the North-Western Provinces.

No. 270.

Erratum.—In this Department Notification No. 240, dated 22nd July 1867, appointing Major F. J. Davies, s. c., Executive Engineer, Second Grade, to officiate temporarily as Superintending Engineer, Assam Circle, omit the words "during the absence on privilege leave of Colonel S. H. J. Davies, s. c., who has been appointed to officiate as Superintending Engineer of that Circle, or until further orders."

No. 271.

Notifications.—Major F. J. Davies, s. c., Officiating Superintending Engineer, Assam Circle, assumed charge of that Circle on the 5th August 1867, afternoon.

No. 272.

Lieutenant H. McV. Crichton, R. E., Executive Engineer, Fourth Grade, Officiating Garrison Engineer, Fort William, assumed charge of that Division on the 8th August 1867, afternoon.

No. 273.

Mr. A. F. Watson, Assistant Engineer, First Grade, assumed Executive charge of the Bhaugulpore and Purneah Division on the 7th August 1867, before noon.

No. 274.

Leave of Absence.—Mr. J. R. K. Williams, Local Assistant Engineer, Second Grade, attached to the Berhampore Division, for three months, on Medical Certificate, under Sections 11 and 20 of the Uncovenanted Service Absentee Regulations.

No. 275.

Baboo Peary Lall Mookerjee, Overseer, Second Grade, attached to the 24-Pergunnahs' Division, for three weeks, on Medical Certificate, under the above cited Regulations.

No. 276.

Baboo Womesh Chunder Mitter, Local Overseer, Second Grade, attached to the Nuddea Local Roads' Division, for a fortnight, on Medical Certificate, under the above cited Regulations.

No. 277.

Resignation.—Baboo Gopal Chunder Dutt, Overseer, Second Grade, attached to the Upper Assam Division, resigned his appointment in the Upper Subordinate Establishment, with the sanction of Government, from the 1st August 1867.

No. 278.

The 27*th August* 1867.

Leave of Absence.—Sub-Conductor W. Jackson, Supervisor, Second Grade, attached to the Darjeeling Division, is allowed leave, on private affairs, from the 12th April 1867, pending his transfer to the Pension List.

J. DUNDAS, *Lieut., R. E.,*
Asst. Secy. to the Govt. of Bengal,
P. W. D.

Pub. Works, (Railway,) Dept.,—Bengal.

Fort William, the 21*st August* 1867.

Notification.—Whereas it appears to the Lieutenant-Governor of Bengal that land is required to be taken by Government at the public expense, for a public purpose, *viz.*, for Terminal Engine Sheds, &c., for the East Indian Railway at Rhishera, Moesh, and Shamnagar, Pergunnah Bagar, District Hooghly, it is hereby declared that, for the abovementioned purpose, a plot of ground, measuring 1,200 beegahs, more or less, is required.

The land is bounded as follows:—

In Rhishera.

On the North, by Village Moesh.
On the South, by land in Village Rhishera.
On the East, by the Village Shamnagar and the River Hooghly.
On the West, by the East Indian Railway Company's land.

In Moesh.

On the North, by the land in the Village Moesh.
On the South, by Village Rishera.
On the East, by the Circular Road.
On the West, by the East Indian Railway Company's land.

In Shamnagar.

On the North, by Village Rhishera.
On the South, by land in Village Shamnagar.
On the East, by the River Hooghly.
On the West, by Village Rhishera.

This Declaration is made, under Act VI. of 1857, to all whom it may concern.

By Order of the Lieutenant-Governor of Bengal,

F. S. STANTON, *Captain, R. E.,*
Asst. Secy. to Govt. of Bengal,
P. W. D., Railway Branch.

No. 2304.

Opium Notification.

NOTICE is hereby given that the Ninth Sale of Opium, the provision of 1865-66, will be held at the Exchange Hall, on Monday, the 9th September 1867, and will comprise 4,000 Chests, *viz.*:—

		Chests.
Behar Opium	...	2,000
Benares ,,	...	2,000
Total Chests	...	4,000

2. The general conditions of the sale now advertized will be the same as usual: they may be ascertained by reference to the Notification issued on the 1st October 1866, and published in the *Government* and *Exchange Gazettes*, or on application at the Office of the Board of Revenue.

3. The latest dates for deposit and clearance will be the 14th and 24th September respectively, that is to say, no Bank of Bengal Receipts, Government Promissory Notes, or other Public Securities that may be tendered for deposit in redemption of Promissory Notes given by purchasers in the Sale-room, will be received after 4 P. M. of Saturday, the 14th September 1867, and no Bank of Bengal Receipts in full payment of lots will be accepted after 4 P. M. of Tuesday, the 24th September 1867.

4. In addition to the quantity above advertized for sale, the following quantities, more or less, of Behar and Benares Opium will be brought to sale in the present year on or about the dates specified below. The Board, however, reserve to themselves the right of altering these dates, should circumstances render it expedient to do so:—

		Behar about Chests.	Benares about Chests.	Total about Chests.
On or about Wednesday,	16th Oct. 1867.	2,000	2,000	4,000
On or about Monday,	11th Nov. ,,	2,000	2,000	4,000
On or about Friday,	6th Dec. ,,	2,000	2,000	4,000
Total ...		6,000	6,000	12,000

By Order of the Board of Revenue, L. P.,

R. L. MANGLES,
Offg. Junior Secretary.

FORT WILLIAM,
The 6th August 1867.

STATEMENT shewing the Quantity of Salt in Store available for exportation on private trade at each of the several Ports of Export in the undermentioned Districts:—

Names of Districts.	Ports at which Salt is generally available for export on private trade.	Quantity remaining in Store actually available for export on 16th July 1867.	Remarks.
		Indian Mds.	
Kistna ...	Nizampatam ...	39,766-20	Boats available at all times.
Nellore ...	Iskapalli ...	1,17,907	Boats easily obtainable.
	Varini ...	1,49,121	
Madras ...	Madras ...	1,52,415	
	Ennore ...	1,47,640	
	Covelong ...	1,85,639	
South Arcot ...	Merkanum ...	60,000	
Tanjore ...	Vedarniem ...	24,780	
Total ...	.....	8,77,268-20	

N. B.—Salt for export will be supplied by Government at the rate of 15 Rupees per 100 Indian Maunds, which includes charges of shipment, except at the Port of Madras, where the Salt will be delivered on the Beach.

J. R. COCKERELL,
Sub-Secretary.

REVENUE BOARD OFFICE;
Madras,
The 6th August 1867.

PUBLISHED for general information.

By Order of the Board of Revenue,

R. L. MANGLES,
Junior Secretary.

FORT WILLIAM,
The 26th August 1867.

Ecclesiastical.

THE REVEREND WILLIAM HENRY GALE, of Wadham College, Oxford, B. A., Junior Chaplain, has been appointed by the Bishop of Calcutta Surrogate in this Diocese for granting Episcopal Licences of Marriage.

W. H. ABBOTT,
Registrar and Secretary.

CALCUTTA,
The 20th August 1867.

Ecclesiastical.

THE REVD. JOHN CAVE-BROWNE, M. A., Chaplain of Kidderpore, has been appointed by the Bishop to act as His Lordship's Commissary in Calcutta, during the absence of His Lordship and the Ven'ble the Archdeacon from Calcutta.

W. H. ABBOTT,

Registrar and Secretary.

CALCUTTA,
The 27th August 1867.

Notification.

BABOO NUND LALL BANERJEE, employed in the Treasury at Seebsaugor, to be the Money Order Agent at that Station, *vice* BABOO PRANDHONE CHOWDRY.

HUGH SANDEMAN,
Accountant-General, Bengal.

FORT WILLIAM,
The 27th August 1867.

Revenue Survey Department.

No. 33.

FORTY-FIVE days' privilege leave of absence is granted to Mr. W. A. WILSON, Sub-Assistant Revenue Surveyor of the Second Grade, attached to the 2nd Division, Lower Provinces, from the date on which he may avail himself of the indulgence.

JOHN MACDONALD, *Major*,
Offg. Dy. Surveyor General.

CALCUTTA,
The 20th August 1867.

Notification.

MR. J. C. PRICE, Covenanted Deputy Collector of Mymensing, has been authorized to be put in charge of the Mymensing Treasury, and to draw Bills on other Treasuries.

C. T. BUCKLAND,
Commissioner.

DACCA,
The 21st August 1867.

Notice.

MR. ASSISTANT COLLECTOR J. G. CHARLES has been placed in charge of the Tirhoot Treasury from the 5th instant, and authorized to draw Bills on other Treasuries.

R. P. JENKINS,
Offg. Commissioner.

PATNA COMMR.'S OFFICE,
The 13th August 1867.

Education Department.

NOTIFICATION.

GOVERNMENT JUNIOR SCHOLARSHIPS.

In the elections of January 1870, and subsequent years, the Junior Scholarships of the 1st and 2nd Grades and the first 50 Scholarships of the 3rd Grade will be awarded to those Candidates only who pass the Entrance Examination in one of the classical languages* recognized by the University. The last 50 Scholarships of the 3rd Grade may be awarded to Candidates who have not so passed, at the discretion of the Director of Public Instruction.

* These are—
Greek.
Latin.
Sanskrit.
Hebrew.
Arabic.

W. S. ATKINSON,
Director of Public Instruction.

The 20th August 1867.

Educational Notice.

AN examination of private students, *i. e.*, of those who have not attended any Educational Institution since the 1st May 1867, will be held at the Office of the Inspector of Schools, 7, Writers' Buildings, Dalhousie Square, on Tuesday, the 1st October, at 11 o'clock, in order to test whether the Candidates have a reasonable expectation of passing the Entrance Examination.

Candidates must bring with them some notice of their character from Schools that they have attended, or from persons of respectability.

The fee for examination is two Rupees.

H. WOODROW,
Inspector of Schools, Central Division.

Notice.

TENDERS will be received by the undersigned up to noon of the 4th September 1867, for the landing of a quantity of building material, consisting of corrugated iron sheets, girders, &c., expected per Ship *Simla*, a list of which can be seen on application at the Mint.

2. Tenders to state the rate at which the materials will be landed and deposited at the Mint premises, demurrage being borne by the Tenderers.

3. Tenderers to agree to land the whole without delay and to incur all risks consequent on delay in landing.

J. F. SHEKLETON,
Offg. Mint Master.

The 27th August 1867.

Notice.

MR. R. FALCON, Extra Assistant Commissioner, has been placed in charge of the Durrung Treasury, and is authorized to draw Bills on other public Treasuries.

HENRY HOPKINSON,
Commissioner of Assam.

GOWHATTY,
The 12th August 1867.

Notification.

BABOO GOUR DASS BYSACK, Deputy Collector, has been placed in charge of the Maunbhoom Treasury, and authorized to draw Bills on other Treasuries.

E. T. DALTON,
Commissioner of Chota Nagpore.

COMMR.'S OFFICE;
Chota Nagpore,
The 5th August 1867.

Darjeeling Municipality.

THE following additional Bye-Law, No. 64, having been approved of by the Government of Bengal, is published for general information.

Parties concerned having objections to offer to its introduction should at once make the same known to the undersigned.

W. B. D. MORTON,
Dy. Commr. of Darjeeling,
Ex-officio Municipal Chairman.

BYE-LAW.

64. Any person residing within the Municipal limits of Darjeeling, on receiving fifteen days' notice, shall be bound to erect within the private Estate or Bazar belonging to such person a Latrine or Latrines of such description and construction as the Chairman of the Municipality, for the time being, may determine, and in event of non-compliance with such notice, or repetition of notice, such person shall be liable to fine not exceeding Rupees 5 for every such offence; and in such case it shall further be in the power of the Chairman of the Municipality, for the time being, to direct the construction of any such Latrine or Latrines by Municipal laborers, any cost incurred being realized from such person by attachment and sale of his property, if necessary.

W. B. D. MORTON,
Depy. Commissioner.

Notice.

RULES FOR THE TRANSHIPMENT OF GOODS UNDER THE PROVISIONS OF ACT XX. OF 1867.

I. No transhipment of goods under the provisions of Act XX. of 1867 shall be permitted, unless such goods have been specially and distinctly manifested or declared at the time of import by Steamers into Calcutta as for transhipment to any other British Indian or Foreign Port.

II. Applications for transhipment must be made in duplicate to the Chief Officer of Customs, one copy only being stamped as prescribed in Section B., Act XXVI. of 1867, Article 10. The stamped copy will be retained in the Custom House, the other will accompany the goods as the authority for transhipment.

III. An Officer of Customs shall in every case be deputed to superintend the removal of such goods from vessel to vessel, and no goods for which a transhipment pass under Act has been issued shall be removed for transhipment, except in the presence of the Officer of Customs specially deputed to superintend such removal.

IV. Application for the deputation of an Officer of Customs must be made in writing to the Officer in charge of the Custom House: when permission for transhipment has been made for a Foreign Port, such application must be accompanied with a deposit of Rupees 4 to cover the expense of employing a special Officer. A deposit for this purpose is not necessary in transhipments for a Home Port.

V. On all goods entered for transhipment, a uniform fee of 4 annas per package will be charged, whether in the case of goods transhipped to a Home or Foreign Port; but in the latter case, as already provided, there will be the additional charge of Rupees 4 for the services of a Preventive Officer. This fee, it is to be understood, will be uniform, whatever the number of packages.

Published for general information under the authority of Government conveyed through the Board of Revenue.

A. V. PALMER,
Offg. Collr. of Customs.

CALCUTTA;
Custom House,
The 30th July 1867.

Notice.

SEVERAL bales of cotton and boxes of *lac* have been recovered by divers at Colgong. They are supposed to be part of the cargo of a Steamer that sunk at Colgong on 19th February last. Any persons who may have claims to the above must apply to the undersigned within six months from this date with proof of claim, otherwise they will be sold to defray expenses.

W. H. D'OYLY,
Offg. Magistrate, Bhaugulpore.

BHAUGULPORE,
The 26th July 1867.

RETAIL PRICES OF FOOD AS REPORTED TO THE BOARD OF REVENUE, L. P. DURING THE WEEK ENDING THE 24TH AUGUST 1867.

Number of Seers of 80 Tolahs weight retailed for a Rupee.

AT	Date of Return from each District.	Cleaned Rice in Ordinary use.			Pulses in Ordinary use.			Wheat.		Attah.		Janera, Jowar and such Grains.	
		Dearest sort.	*Cheapest sort.* Ordinary price at this Season.	*Cheapest sort.* Present price.	Dearest sort.	*Cheapest sort.* Ordinary price at this Season.	*Cheapest sort.* Present price.	Ordinary price at this Season.	Present price of cheapest kind.	Ordinary price at this Season.	Present price of cheapest kind.	Ordinary price at this Season.	Present price of cheapest kind.
Districts in which the prices are same or nearly the same.													
Durrung ...	5th Aug. 1867	8	32	11	7	20	11	13	6	8	11	...	...
Luckimpore ...	12th ,,	5	10	9	4	6	6	10	9	4	5	...	...
Pakour ...	18th ,,	16	28	20½	18	27	20	26	24	23	18	...	...
Howrah ...	19th ,,	15	26	19	15	19	19	12	15	12	8	...	...
Bullooah ..	12th ,,	18	34	24	8	35	15	...	...	5	4	...	...
Singbhoom ...	12th ,,	12	32	16	8	32	17	24	12	16	7	...	...
Bograh ...	19th ,,	16	20½	24	10	17 1/16	14	15	17½	8	9	...	...
Districts in which all or most articles are dearer.													
Kamroop ...	10th Aug. 1867	10	15	13	13	20	22	16	16	8	5½	...	...
Bhaugulpore ...	18th ,,	21 3/16	30 5/16	22 11/16	17 1/16	22 11/16	18 15/16	37⅞	24	25	17 11/16	...	...
Pooree ...	12th ,,	11 3/16	36⅜	12 7/16	10½	23⅜	13⅛	33⅝	10½	18⅜	7⅞	...	...
Cachar ...	12th ,,	20	24½	22½	11	10	12	7½	10	4	6	...	...
Maldah ...	19th ,,	20	25	22	21½	33	37½	23	25	16	18	...	...
Moorshedabad ...	18th ,,	16⅛	26⅛	20⅝	13	28	25	26⅜	20⅛	21	14⅛	...	...
Pubna ...	18th ,,	23¼	24	30	9	32	26¼	19½	22½	9¾	10	...	...
Districts in which all or most articles are cheaper.													
Gowalparah ...	12th Aug. 1867	11⅛	15	13	10	11¼	13¼	20	20	6	5¾	...	...
Darjeeling ...	19th ,,	5	8	11	4	5½	6½	...	...	4	4	16	16
Purneah ...	19th ,,	23	42	25	16	30	30	30	35	20	18	40	30
Nya-Doomka ...	19th ,,	16	35	20	12	20	16	25	14	16	10	50	24
Bancoorah ...	19th ,,	13½	40	22¼	25½	26¼	16	15	15½	11	11½	25	5
Beerbhoom ...	18th ,,	21	16	24	6½	27	16	21	19½	15	12	68	18
Burdwan ...	18th ,,	20¼	20¼	22¼	10	21	20½	13¼	19½	11½	13	...	...
Hooghly ...	19th ,,	11	19	19	16	22	20	16	18	10	11½	20	18
Midnapore ...	19th ,,	20	20	25½	14½	15½	16	12½	14	8½	12	...	...
Chittagong ...	12th ,,	16	16	21	7	13	13	16	18	10	10½	...	...
Tipperah ...	18th ,,	13	45	33¾	7½	40	16	20	12	12	6	...	...
Lohardugga ...	17th ,,	10	31	20	6	14	13½	17	12	12	9	40	17
Maunbhoom ...	19th ,,	15	25	24	9	22	18	15	12½	10	9	25	22
Dacca ...	19th ,,	21	40	30	17	16¾	22	16	16	8	10	...	...
Mymensing ...	12th ,,	17	25	22	10	20	20	16	15	9	7	...	...
Sylhet ...	9th ,,	16	50	29	9	60	20	14	10	13	7	...	...
Calcutta ...	26th ,,	14	22½	19	14¾	24	22	16	16	9	8	...	...
Jessore ...	19th ,,	8	17	25	13	32	26	21	17	10½	9	...	...
Nuddea ...	19th ,,	14 9/16	23¾	20⅝	12 5/16	33 1/16	35½	15⅝	17¾	10⅝	10 1/16	...	...
Gya ...	19th ,,	18	22	19½	18½	19	20	24	18½	19	15	3	22
Chumparun ...	17th ,,	23	24	25	17	24	20	28	25	17	20	5	35
Sarun ...	17th ,,	9	25	20	26	30	28	28	24	24½	19	36	36
Dinagepore ...	18th ,,	18	23	23½	12	17	19	18	...	11	10	...	...
Rungpore ...	19th ,,	12 1/16	24	16⅞	16⅞	25	22½	25	19⅝	9	9	...	...
Districts in which some articles are dearer and some cheaper.													
Seebsaugor ...	5th Aug. 1867	8	30	9	5	12	8	20	10	8	4	...	...
Monghyr ...	20th ,,	13	26	17½	16	30	27	25	21	30	19	40	30
Deoghur ...	19th ,,	...	30	20	13	20	16	20	16	16	13	...	...
Godda ...	17th ,,	20	25	22½	16	20	30	19	...	16	...	40	35
Rajmehal ...	19th ,,	13	27	20	10	25	22	32	28	22	20	39	40
Hazareebaugh ...	19th ,,	9¼	25	17¼	13	33	22½	20	14¾	16	10½	36	22¾
Balasore ...	19th ,,	15	30	21	7	16	18½	16	11	10	8	...	...
Cuttack ...	5th ,,	14 7/16	26	15¾	11 13/16	24	12½	25	6 9/16	16	5¼	...	...
Backergunge ...	19th ,,	22	20	27	9½	20	22	11	12	8	8	...	...
Furreedpore ...	19th ,,	24	20	26	27	26	28	22	24	10	11	...	...
24-Pergunnahs ...	19th ,,	16	13	19	6½	20	20	13	19	8	11¼	...	...
Patna ...	19th ,,	18	17 1/16	22	18	19	31	15¼	24	12⅜	...	14⅝	32
Shahabad ...	19th ,,	9	24	20	23	24	30	23	23	18	19	30	27
Tirhoot ...	19th ,,	17	30	19	25	28	26	24	21	20	17	40	30
Rajshahye ...	19th ,,	8¼	28	18	8	26	19	28¾	13½	20	16	...	...

PUBLISHED for general information.

By Order of the Board of Revenue, L. P.,

T. BRUCE LANE,

Secretary.

FORT WILLIAM,

The 27th August 1867.

NOTICE.

LIST of unclaimed Packages lying on the Custom House Wharf.

Date of Landing.	Mark or Address of Packages.	Ships.
1867, April 11th ..	4 Cases, S. H. Clarke and Co., Meean Meer ..	Str. Nubia.
May 13th ...	1 Case, [R H] L C J ...	Str. Mongolia.
,, 13th ...	1 Parcel, C P L ...	Ditto.
,, 13th ...	1 Case, [20] P. and Co. ...	Ditto.
,, 13th ...	1 Case, Suez to Calcutta ...	Ditto.
June 14th ..	1 Case, B ..	Northampton.
,, 14th ...	1 Case, J. G. Billairs, Esq., care of Stevenson, Peel and Co. ...	Ditto.
July 22nd ...	2 Cases, [K M C] S G ...	Ditto.
,, 23rd ...	1 Case, no mark ...	Ditto.
June 6th ...	1 Package, no mark ...	Arratoon Apcar.
Aug. 13th ...	1 Case, Lieutenant Ainslie Whitmore, Royal Engineers, Priory Cottage, Nynee Tall, care of Grindlay and Co. ...	Str. Golconda.
,, 13th ...	1 Case, Lieutenant G. Brehon, 11th Regiment, Fyzabad, Oudh, care of Grindlay and Co. ...	Ditto.
,, 13th ...	1 Package, Captain J. J. Robinson, care of Messrs. Jardine, Skinner & Co., Calcutta..	Ditto.
,, 13th ...	1 Case, C. Mackinnon, Esq., 20th Hussars, Campbellpore, Punjab, care of Colvin, Cowie and Co. ...	Ditto.
,, 13th ...	1 Case, Major Dawson, 106th Regiment, Meean Meer, care of Colvin, Cowie and Co. ..	Ditto.
,, 13th ...	1 Case, Harry Sparks, Esq., B. C. S., Lucknow, Oude, care of Colvin, Cowie and Co. ...	Ditto.
,, 13th ...	1 Box, Captain Butler, G. Company, 101st Regiment, care of Grindlay and Co. ...	Ditto.
June 21st ...	1 Case, H M C ...	Str. Meinam.
,, 21st ..	1 Case, C. C. and Co. ..	Ditto.
,, 20th ...	1 Package, Messrs. Charles Nephew and Co., Calcutta ...	Ditto.
,, 21st ..	1 Case, F H ...	Ditto.
,, 21st ..	1 Box, Revd. Pere Mercier, Missionnaire Apotolique, Dacca ...	Ditto.
,, 21st ...	1 Parcel, Messrs. F. Burat and Co., Rangoon ...	Ditto.
,, 18th ...	12 Cases, Officers' Mess, 19th Hussars, Meerut ...	City of Vienna.
,, 19th ...	3 Cases, C U A ...	Ditto.
,, 20th ...	1 Cask, S K S ...	Ditto.
July 10th ...	1 Parcel, [12] G W ...	Ditto.
,, 10th ...	1 Truss, Argentie Schillizzie ...	Ditto.
June 5th ...	1 Case, [C A W W] ...	Duke of Argyle.
,, 12th ...	1 Case, S. C. C. and Co. ...	Ditto.
,, 22nd ...	5 Casks, [L C J] ...	Ditto.
July 8th ...	1 Keg, [A N] ...	Rajmehal.
Aug. 21st ...	2 Cases, [R. C. D. and Co.,] Nos. 39, 44 ...	British Prince.
,, 21st ..	1 Case, [T. S. and Co.,] No. 4532 ...	Ditto.
,, 21st ...	1 Cask, S. C. M. and Co., No. 544 ...	Ditto.
July 9th ..	1 Truss, [H P] ...	City of Athens.
,, 9th ...	1 Parcel, [G] ...	Ditto.
,, 9th ...	1 Parcel, [C] C ..	Ditto.
,, 9th ...	1 Parcel, [H] Huber and Co. ...	Ditto.

CALCUTTA CUSTOMS,
The 27th August 1867.

A. V. PALMER,
Offg. Collector of Customs.

NOTICE.

THE undermentioned Packages, if not cleared on or before the dates specified against each item, will be sold for the realization of Duty, Wharfage, &c., under Section LVII. of Act VI. of 1863 :—

Date of Sale.	Mark or Address of Packages.	Ships.
1867, Aug. 31st ...	1 Box, W. C. and Co. ...	Bianca.
,, 31st ...	1 Truss, [B B] C ...	Ditto.
,, 31st ...	1 Parcel, [P. C. G. and Co.] ...	Ditto.
,, 31st ...	1 Parcel, Captain W. G. Waterfield, Assistant Settlement Commissioner, Gujrat, Punjab ...	Str. Mooltan.
,, 31st ...	1 Case, Captain G. Jeffery or Mr. W. J. Jeffery, 32nd Regiment ...	Clarence.
,, 31st ...	1 Case, Mr. W. P. H. DeMunnick, Poelœ, Penang ...	Str. Simla.
Sept. 7th ...	16 Packages, no mark ...	Str. Lightning.
,, 7th ...	2 Cases, J W C ..	Himalaya.
,, 7th ...	1 Cask, G F B and S ..	Ditto.
,, 7th ...	1 Box, [A] G W ...	Ditto.

CALCUTTA CUSTOMS,
The 27th August 1867.

A. V. PALMER,
Offg. Collector of Customs.

NOTICE.

THE following Packages have been landed at the Custom House from the undermentioned Ships under the provisions of Section LII. of Act VI. of 1863. If the Goods are not cleared on or before the dates stated against each item, they will be advertized for sale :—

		Silvia.	
1867, Sept. 8th ...	[B] B and S, 1 Case	R. N. D. & Co.,] 1 Case.	
		Duke of Athole.	
1867, Sept. 23rd ...	A G, 2 Boxes.		
		Northampton.	
1867, Oct. 5th ...	B, 1 Case	[K M C] S G, 2 Cases...	Major A. Cadell, care of Colvin, Cowie and Co., 6 Cases
		City of Lahore.	
1867, Oct. 18th ...	[555] D. and Co., 7 Cases	[M C 3] 9 Casks ...	[H M H and M S] A. B. and Co., 41 Cases.
,, 18th ...	B. S. and Co., 5 Packages	Captain Johnson, 36-1, Park Street, Calcutta, 2 Casks.	Stewart T. Hogg, Esq., Camac Street, Calcutta, 5 Cases.
,, 18th ..	A. Hills, Esq., care of Gisborne and Co., Calcutta, 1 Case.	[J A M] 4 Packages ...	Stewart S. Hogg, Esq., Camac Street, Calcutta, 10 Cases.
		Roslin Castle.	
1867, Oct. 26th ...	S and M, 1 Case	J P, 1 Case.	
		Rajmehal.	
1867, Oct. 18th ..	[555] D. & Co., 20 Casks	[C T T M] 5 Cases ...	[R M] 1 Case.
,, 18th ...	P[L] C 1 Parcel	[P] C, 1 Truss.	
		Roman Empire.	
1867, Nov. 2nd ...	N L P, 1 Case	B. M. and Co., 2 Casks ...	[20] P. and Co., 80 Packages.
		Arundal Castle.	
1867, Nov. 8th ...	[N S P] 35 Cases	B N I, Calcutta, 1 Case ...	[H N B] A. B. and Co., 1 Case.
,, 8th ...	D H R M, 1 Case.		
		Accrington.	
1867, Nov. 9th ...	R D, 273 Packages.		

CALCUTTA CUSTOMS,
The 27th August 1867.

A. V. PALMER,
Offg. Collector of Customs.

Nuddea Rivers.

Report shewing the least depth in the present Navigable Channels from the 15th to 21st August 1867.

Names of Rivers.	Least Depth of Water.		Remarks.
	Ft.	In.	
Matabangha.			
Above Entrance in Ganges ..	36	8	
On the Entrance Shoal	29	6	
Thence to Hât Bouleah, 44 miles ...	29	0	
Hât Bouleah to Alickdeah ...	23	11	
Alickdeah to Kissengunge, 38 miles ...	24	11	
Kissengunge to Hooghly River, 34 miles ...	25	11	
Bhagiruttee.			
Entrance ...	15	9	
Thence to Jeagunge ...	19	9	
Jeagunge to Cutwa, 60 miles ...	29	0	
Cutwa to Nuddea, 46 miles ...	26	9	
Jellinghee.			
Entrance ...	14	6	
Thence to Kureempore, 19 miles ...	15	0	
Kureempore to Teeakatta, 35 miles	21	6	
Teeakatta to Nuddea, 60 miles ...	22	6	

Height on Guage at Berhampore on the 26th August 1867, + 26 feet 7 inches above zero.

G. W. Vivian, C. E.,

Offg. Exe. Engr., Berhampore Divn.

Berhampore,
The 26th August 1867.

Notice

Notice is hereby given, that a Lot of Waste Land, consisting of about 1,239 acres, situate in the District of Seebsagur, Upper Assam, and bounded as shewn at the foot of this Notice, having been applied for under the "rules for the sale of unassessed Waste Lands in the Lower Provinces of Bengal (Chapter XXVI of the Rules of the Board of Revenue)," will be put up to sale by auction, to the highest bidder above the upset price of Rupees 2-8 an acre, on the 2nd day of October 1867, at the Office of the Deputy Commissioner of Seebsagur, should no objection be preferred such as to render it necessary to defer the sale under the provisions of Act XXIII. of 1863. The sale will be made in the manner and subject to the conditions prescribed by the Rules above cited, and to the provisions of Act XXIII. of 1863.

W. R. Clarke,

Offg. Depy. Commissioner.

Seebsagur;
Depy. Commr.'s Office,
The 6th July 1867.

Lot I. 1,238 acres, 2 roods, 26 poles, in Mouzah Kattonee Gaon.

Boundaries.

North—By Soom Barri, Sondang Gaon and Patlah land.
South—By Grant of Jorehaut Tea Company and Grant No. 209.
East—By Pattighur.
West—Poslakhowah Barri.

W. C. Clarke,

Offg. Depy. Commissioner.

Notice

Is hereby given that the undermentioned Lots of Waste Lands, estimated to consist of about 129 acres, more or less, situated in the District of Cachar, and bounded as shewn at the foot of this Notice, having been applied for under the "Rules for the sale of unassessed Waste Lands in the Lower Provinces of Bengal," will be put up to sale by auction to the highest bidder above the upset price of two Rupees and eight annas per acre, on the second day of November 1867, at the Office of the Deputy Commissioner of Cachar, should no objection be preferred such as to render it necessary to defer the sale under the provisions of Act XXIII. of 1863. The sale will be made in the manner, and subject to the conditions prescribed by the Rules above cited, and to the provisions of Act XXIII. of 1863.

Boundaries.

North—Grant No. 228A., under the old Assam Rules.
South—Settled lands of Ketta Shunpoor.
East—Grant No. 228A.
West—Ellipore Grant No. 227B.

J. W. Edgar,

Offg. Deputy Commissioner.

The 1st August 1867.

Notification.

It is hereby notified, for the information of the public, that the Government Dâk Boat conveying the Calcutta Mail of the 8th August was upset and lost on the night of the 13th instant on the Brahmapootra River between Gowalparah and Gowhatty. The Mail bag has not been recovered, and the Banghy Parcels named in the subjoined List are supposed to have been lost on this occasion likewise.

Gowhatty, Assam,
The 16th August 1867.

J. Sherer,
Depy. Commr. of Kamroop.

Transit List of Parcels despatched from Rungpore to Gowhatty on the 10th day of August 1867.

Station whence and date on which originally despatched.			Number of Parcels.				Address.	Destination.	Weight at this Office.	Weight at Office in arrears.	Remarks.
Station.		Date.	Service.	Stamped.	Paid.	Unpaid.					
Calcutta	...	...	...	1	...	...	Pamphlet ...	Sibsagur ...	1	Rate.	
				1	...	...	Ditto ...	Nazeerah ...	1	,,	
						1	A. W. B. Newington	Dibrooghur ...	120		
			1	...	...	...	Judl. Commissioner	Assam ...	20		
						1	Orie Mookleshur Sing	Tezpore ...	23		
						1	Dr. O'Coner ...	Nowgong ...	13	,,	
						1	H. A. Coombs ...	Sibsagur ...	20		
			1	...	...	...	Dy. Commissioner ...	Durrung ...	32		
						1	G. V. Gaud ...	Nazeerah ...	210		
						1	J. Henderson ...	Nowgong ...	260		
			2	2	...	6					
Bombay	...	...	...	3	...	...	Pamphlets* ...	Gowhatty, Assam ...	...	...	* Europe one is in tin case.
Dinapore	...	...	...	...	...	1	Henderson ...	Nowgong ...	460		

J. Sherer,
Dy. Commr. of Kamroop.

Wanted,

For the Office of the Collector of Chittagong, a Head Clerk, Salary, Rupees 100 per month. He must possess a good knowledge of English and Bengalee. Applications and Testimonials to be sent to the undersigned.

G. L. T. Harris,
Offg. Collector.

Chittagong Collectorate,
The 10th August 1867.

Wanted,

For the Office of the Collector of Rajshahye, a Head Clerk, salary, Rupees (80) eighty per mensem. He must possess requisite experience and a good knowledge of English and Bengali. Applications with Testimonials, if postage is prepaid, will be received up to the 31st instant, and no later date.

W. S. Wells,
Collector.

Rajshahye;
Collector's Office,
The 7th August 1867.

Notification.

Mr. Uncovenanted Deputy Collector Woo o has been placed in charge of the Moorshedabad Treasury, and authorized to draw Bills in other Treasuries.

W. LeF. Robinson,
Offg. Commissioner.

Commr.'s Office, Rajshahye Divn.;
Berhampore,
The 3rd August 1867.

Wanted,

An Overseer for the work of the Municipal and Ferry Fund Committees, in the District of Mymensingh, salary, Rupees 50 per month. A Candidate acquainted with English, and having had previous experience of similar duties, will be preferred. The appointment will be made, in the first instance, on probation, only subject to future confirmation. Applications, post paid, and accompanied by copies of testimonials, to be addressed to the Magistrate of Mymensingh.

H. J. Reynolds,
Magistrate of Mymensingh.

The 8th August 1867.

PURSUANT to a Decree of the High Court of Chancery made in a cause "Joseph Burnett Finch, against Matilda Finch and others" the persons claiming to be the male descendants, bearing the name of Finch, of Joseph Finch late of Seetulpore in the East Indies, Indigo Planter, (who died in or about the month of July 1815, and who was the father of Justin Finch the Testator, named in the said Decree, late of Shahpoor Oondee in the District of Tirhoot in the East Indies, Indigo Planter, deceased, who died on or about the 7th day of March 1861), who were living at the death of Frederick Finch. (brother of the said Testator Justin Finch, and which said Federick Finch was late of No. 67, Rue de la Tresorerie, Bordeaux, in the Empire of France, and of Shahpoor Oondee aforesaid, Indigo Planter, and of No. 3, Carlton Hill, East, in the County of Middlesex in England, deceased, and died on or about the 23rd day of September 1863,) are by their Solicitors on or before the 20th day of December 1867, to come in and prove their claims at the Chambers of Vice Chancellor Sir William Page Wood, situate at No. 11, New Square, Lincolns Inn, in the County of Middlesex in England, or in default thereof they will be peremptorily excluded from the benefit of the said decree. Friday the 24th day of January 1868, at 12 of the clock at noon at the said Chambers is appointed for hearing and adjudicating upon the claims. Dated this 4th day of July 1867.

EDWARD BLOXAM,
Chief Clerk.

W. D. H. OEHME,
Plaintiff's Solicitor,
221, *Gresham House.*
Old Broad Street, London.

The Bengal Coal Company, "Limited."

NOTICE.

A SPECIAL General Meeting of the Shareholders of the Bengal Coal Company, "Limited," will be held at the Office of the Company, No. 4, Hasting's Street, on Saturday, the 26th October 1867, at 12 o'clock, to consider and determine on the proposal to raise a separate Capital of four lakhs of Rupees in 2,000 Shares of 200 Rupees each for the purpose of working the properties of the Company at Kurhurballee.

One share in the new K. Capital to be offered to every holder of a share in the existing Capital.

By Order of the Directors,

W. F. FERGUSSON,
Managing Director.

CALCUTTA,
The 15th July 1867.

TO BE SOLD by the Registrar of the High Court of Judicature at Fort William in Bengal, in its Ordinary Original Civil Jurisdiction, on an early day, of which notice will hereafter be given, pursuant to a decretal order of the said Court, made in the Suit No. 43 of 1867, wherein Nobo Coomar Chowdry is Plaintiff, and Hurrish Chunder Bose is Defendant, and dated the 31st day of January 1867, the following property, *viz.*:—

A three-storied brick-built messuage, tenement, or dwelling-house, with the piece or parcel of land or ground thereunto belonging, containing by estimation one and half cottahs, more or less, situate at Gurranhatta, in the Town of Calcutta, known as No. 91, bounded on the North by the tenanted house of Gobind Chunder Paul, deceased; on the East by the premises of Mudden Mohun Sircar and others; on the South by the premises of Hurrish Chunder Bose, the Defendant abovenamed, and on the West by the Chitpore Road.

For further particulars apply at the Office of Messrs. Berners, Sanderson, and Fergusson, No. 7, Hastings' Street.

R. BELCHAMBERS,
Registrar.

BERNERS, SANDERSON, AND FERGUSSON,
Plaintiff's Attorneys.

HIGH COURT, ORIGINAL JURISDICTION;
REGISTRAR'S OFFICE, CALCUTTA,
The 10th August 1867.

TO BE PEREMPTORILY SOLD by the Registrar of the High Court of Judicature at Fort William in Bengal, in its Ordinary Original Civil Jurisdiction, at the Town Hall, on Saturday, the seventh day of September next, at the hour of twelve o'clock at noon, pursuant to a Decree of the said Court, made in the Suit No. 960 of 1866, wherein Ramloll Mookerjee is Plaintiff, and Rakhal Chunder Dey and another are Defendants, and dated the 7th day of January 1867, the following property, that is to say:—

All that undivided two-third parts or shares of the Defendants, Rakhal Chunder Dey and Chooneeloll Dey, of, in, and to the messuage, tenements, or dwelling-house, together with the piece of land thereunto belonging, situate at No. 109, Musjeed Battee Street, in Durjeeparah, in the Town of Calcutta, the whole premises containing by estimation about 10 cottahs, and butted and bounded as follows: on the North by the house of Woodoy Chund Dutt; on the South by the Company's Road called Musjeed Battee Street; on the East by the Potit or waste land of Munnoo Ameen, and on the West by the house of Doorgamoney Raur.

For further particulars and conditions of sale apply at the Office of Messrs. Carruthers, Pittar, and Dignam, Solicitors for the Plaintiff, No. 4½, Hastings' Street, Calcutta.

R. BELCHAMBERS,
Registrar.

CARRUTHERS, PITTAR, AND DIGNAM,
Plaintiff's Attorneys.

HIGH COURT, ORIGINAL JURISDICTION;
REGISTRAR'S OFFICE, CALCUTTA,
The 27th August 1867.

Statement of the Affairs of the Bank of Bengal for the Week ending 20th August 1867.

LIABILITIES.			Rs.	As.	P.
Proprietors' Capital paid-up			2,20,00,000	0	0
Reserve Fund			18,58,949	4	7
General Treasury Balance at Head Office	Rs.	85,74,987 5 6	1,87,10,233	1	2
Ditto ditto at Branches	„	1,01,35,245 11 8			
Other Deposits at Head Office and Branches			3,23,61,946	0	1
Bank Post Bills, &c.			2,55,119	6	10
Bank Notes Outstanding			30,085	0	0
Sundries			6,32,496	7	2
Rupees			7,58,48,829	3	10

ASSETS.				Rs.	As.	P.
Government Securities				95,66,312	10	0
Loans on Government Securities at Head Office and Branches				58,38,791	0	0
Accounts of Credit on ditto	ditto	ditto		12,85,287	4	6
Mercantile Bills discounted at	ditto	ditto		92,20,260	11	0
Dead Stock				5,68,535	1	1
Stamps				12,426	4	0
Balances with other Banks				16,25,816	3	6
Sundries				3,29,623	6	4
				2,84,47,052	8	5
Cash and Currency Notes at Head Office			Rs. 2,84,49,754 15 2	4,74,01,776	11	5
Ditto ditto at Branches			„ 1,89,52,021 12 3			
Rupees				7,58,48,829	3	10

J. HECTOR,
Offg. Chief Accountant and Deputy Secretary.

By Order of the Directors,

GEO. DICKSON,
Secretary and Treasurer.

Court for the Relief of Insolvent Debtors at Calcutta.

In the matter of Lewis Balfour and James Hamilton Robinson, Insolvents.

On Saturday, the 3rd day of August instant, it was ordered that the first Court day in August 1868 be appointed for the further hearing of this matter, and that unless cause be shewn to the contrary on that day the said Insolvents be discharged personally as well as to their after-acquired property from all liabilities for debts, claims and demands of and against the said Insolvents at the time of the filing of their petition for relief.

Stokoe, *Attorney.*
Ditto ditto.
Ditto ditto.

In the matter of Lewis Balfour, an Insolvent.

On Saturday, the 17th day of August instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 28th day of September next, and that the said Insolvent do then attend to be examined before the said Court.

Fenn, *Attorney.*

In the matter of James Hamilton Robinson, an Insolvent.

On Saturday, the17th day of August instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 28th day of September next, and that the said Insolvent do then attend to be examined before the said Court.

Insolvent in person.

In the matter of Robert Thomas Little, an Insolvent.

On Saturday, the17th day of August instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 28th day of September next, and that the said Insolvent do then attend to be examined before the said Court.

Insolvent in person.

In the matter of Shaik Rohomally Khansamah, an Insolvent.

On Tuesday, the 20th day of August instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 28th day of September next, and that the said Insolvent do then attend to be examined before the said Court.

Fenn, *Attorney.*

Chief Clerk's Office, the 20th August 1867.

In the matter of Edward Rosewell Gonsalves, an Insolvent.

On Tuesday, the 20th day of August instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Insolvent in person.

In the matter of Edward Rosewell Gonsalves, of Moulvie Emdad Ally's Lane, in the Town of Calcutta, an Assistant in the Bengal Legislative Department, an Insolvent.

Notice, that the petition of the said Insolvent seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Tuesday, the 20th day of August instant, and by an order of the same date the estate and effects of the said Insolvent were vested in the Official Assignee.

Insolvent in person.

In the matter of George Gregor Grant and James Henry Grant, Insolvents.

On Monday, the 26th day of August instant, it was ordered that the matters of the petition of the said Insolvents be heard on Saturday, the 16th day of November next, and that the said

Insolvents do then attend to be examined before the said Court.

Carruthers and Co., *Attorneys.*

In the matter of George Gregor Grant and James Henry Grant, Insolvents. } Notice, that an application for an *ad interim* protection order has been this day made by the said Insolvent, and that such application will be heard and disposed of by the Acting Commissioner of the Insolvent Court on Saturday, the 7th day of September next, at the hour of 10 o'clock in the forenoon.

☞ "*Any Creditor of the said Insolvent desirous of opposing such application must appear before the said Court at the time and place aforesaid.*"

Carruthers and Co., *Attorneys.*

In the matter of Punchanun Doss, of Maldah, and Gunness Doss, late of 49, Toola Bazar, in Calcutta, and who heretofore and up to the 9th day of August instant carried on trade and business of Merchants together in partnership at 49, Toola Bazar aforesaid, Insolvents. } On Thursday, the 22nd day of August instant, it was on the petition of Kolaschund, a Creditor of the said Insolvents, adudged that the said Punchanun Doss and Gunness Doss have committed an act of insolvency under the provisions of the Act XI. Vic., cap. XXI., and by another order of the same date the estate and effects of the said Insolvents were vested in the Official Assignee.

Paliologus, *Attorney.*

In the matter of Denobundo Dutt, an Insolvent. } On Saturday, the 17th day of August instant, it was ordered that the hearing of this matter do stand adjourned until Saturday, the 7th day of September next, and that the said Insolvent do then attend to be examined before the said Court.

Gillanders, *Attorney.*

In the matter of George Alexander Hodge, formerly of Kidderpore, but at present of No. 157, Bow Bazar Street, in the Town of Calcutta, Chief Clerk in the Office of the Inspector-General of Jails, an Insolvent. } Notice, that the petition of the said Insolvent seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Tuesday, the 6th day of August instant, and by an order of the same date the estate and effects of the said Insolvent were vested in the Official Assignee.

Sims, *Attorney.*

In the matter of Munnoololl of No. 4, Banstollah Street, in Burra Bazar, in Calcutta, lately carrying on trade and business as a general trader, an Insolvent. } Notice, that the petition of the said Insolvent seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Thursday, the 22nd day of August instant, and by an order of the same date the estate and effects of the said Insolvent were vested in the Official Assignee.

Goodall and Leslie, *Attorneys.*

Chief Clerk's Office, the 27th August 1867.

Dehra Doon Tea Company, "Limited."

NOTICE.

THE Eighth Ordinary General Meeting of Shareholders will be held at the Office of the Company, No. 3-1, Fancy Lane, on Saturday, the 31st instant, at 12 o'clock noon.

By Order of the Directors,

E. SHEARIN,
Secretary.

CALCUTTA,
The 16th August 1867.

Simla Club and North-West Wine Company, "Limited."

IN LIQUIDATION.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the abovenamed Company, will be held at the registered Office of the Company, No. 7, New China Bazar Street, Calcutta, on Monday, the 30th day of September next, at the hour of 12 noon precisely, for the purpose of receiving the Liquidator's Report and Accounts.

W. H. FITZE,
Liquidator.

CALCUTTA,
The 21st August 1867.

Burdwan Stone Company, "Limited."

NOTICE.

THE Half-yearly Ordinary General Meeting of Shareholders of this Company will be held on Friday, the 30th instant, at the Office of the Company, No. 9, Hastings' Street, at 1 P. M., for the purpose of submitting the Directors' Report, passing the Accounts, and transacting any other business that may be brought before the Meeting.

By Order of the Board,

JOHN LEONHARD REUSS,
General Manager.

CALCUTTA,
The 20th August 1867.

North-West Indigo Association,

In liquidation.

THE second instalment of return capital at the rate of Rupees 80 per fully paid up, and Rupees 48 per contributory share, is now payable at the registered Office of the Company, No. 4, Fairlie Place.

Shareholders are requested to send in their certificates for the preparation of warrants.

H. KNOWLES,
T. M. ROBINSON.
ALEX. LAWRIE,
Liquidators.

4, FAIRLIE PLACE;
Calcutta,
The 12th August 1867.

Great Eastern Hotel Wine and General Purveying Company, "Limited."

AN Extraordinary General Meeting of the Shareholders will be held on Saturday, the 31st August next, at 4 P. M., at the Office of this Company, to confirm such Resolutions as were passed at the Extraordinary General Meeting of Wednesday, the 31st day of July instant, in regard to the re-passing of the New Articles of Association drawn up according to the Resolution of the 11th January last, and as amended at the Meeting of Shareholders of the 2nd March last, also in regard to the remuneration of the Committee of Inspection and the payment of Mr. Wilson's passage.

By Order of the Directors,

C. B. WALLIS,
Secretary.

The 29th July 1867.

NOTE.—At a Meeting held on the 31st July last, the following resolutions were passed :—

1. That the New Articles of Association as now amended be passed.
2. That the sum of Rupees 5,000 be awarded to the Committee of Inspection as remuneration for their services.
3. That in recognition of the services rendered by Mr. David Wilson, in accordance with the recommendation of the Directors, the sum of Rupees 2,500 be paid for his passage out and home.
4. That a sum of Rupees 1,000 monthly, commencing as from 30th June 1866, be set aside for payment of the mortgage due to Mr. David Wilson, and that the same be invested in Government Securities.

The 2nd August 1867.

Great Eastern Hotel Wine and General Purveying Company, "Limited."

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of this Company, will be held at the registered Office of the Company, Nos. 1, 2, and 3, Old Court House Street, Calcutta, on Wednesday, the 25th September next, at 3 o'clock, for the purpose of determining upon the propriety of closing the Company's Establishment at Allahabad, and of selling or otherwise disposing of the property of the Company there.

Offers will be received for the concern, subject to the determination of the Meeting of the Shareholders.

By Order of the Directors,

C. B. WALLIS,
Secretary.

CALCUTTA,
The 21st August 1867.

Durrung Tea Company, "Limited."

NOTICE is hereby given that the Ordinary General Meeting of the Shareholders of this Company, will be held at the Office of the Company, No. 3, Lyons' Range, on Saturday, the 31st instant, at the hour of noon, for the purpose of passing the accounts for the half-year ending 30th June last, and for the transaction of any other business that may be brought forward.

By Order of the Directors,

J. H. WILLIAMSON,
Secretary.

CALCUTTA,
The 16th August 1867.

Durrung Tea Company, "Limited."

NOTICE is hereby given that the Tenth Call of Rupees (11) eleven per share has been made payable on the following dates :—

On the 4th of September	...	2-8.
1st of November	...	2-8.
1st of January 1868	...	2-8.
1st of March ,,	...	3-8.

Shareholders are requested to pay the said Call on their respective shares into National Bank of India, "Limited," on above dates. When the Call is paid in full, the Bank's receipt must be presented at this Office with Share Certificates, so that the payment may be noted.

By Order of the Directors,

J. H. WILLIAMSON,
Secretary.

3, LYON'S RANGE,
The 13th August 1867.

Notice.

BENGAL RIVER STEAM COMPANY, "LIMITED."
(In Liquidation.)

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of this Company, will be held at the Office, 3, Fairlie Place, on Monday, the 2nd September, at 12 P. M., for the purpose of confirming the Special Resolutions passed at the Extraordinary General Meeting held on the 17th August.

MONTAGUE MASSEY,
Liquidator.

CALCUTTA,
The 19th August 1867.

Lost or Stolen.

FIRST-HALF of Currency Note, intimation of loss has been given to the Currency Office, Calcutta :—

No. A21—44829, for Rupees 10.

T. E. THOMSON & Co.

ABSTRACT STATEMENT of the Uncovenanted Service Family Pension Fund on the Second Quarter of the Official year 1866-67, *compared with the corresponding Quarter of the year* 1865-66.

	In the 2nd Quarter ending 31st Oct. 1866.	In the 2nd Quarter ending 31st Oct. 1865.
	Rs. As. P.	Rs As. P.
Balance at credit of the Fund on the Government Books at the beginning of the Second Quarter of the past and current year, Rupees	26,62,152 13 2	23,20,153 9 11
Receipts and credits during the Second Quarter of the past and current year	77,830 6 6	70,771 11 6
Interest allowed by the Government of India, Rupees ..	0 0 0	1,37,280 8 1
Total ..	27,39,983 3 8	25,28,205 13 6
DEDUCT:		
Pensions paid in the Quarter under review, Rupees ..	42,771 4 3	41,426 4 2
Paid fixed Office Establishment and Contingencies, &c. do. do.	4,789 6 9	5,101 3 6
Interest on Reserve Funds and divisible surplus passed to Subscribers qualified to share therein, do. do. ...	22,242 10 6	11,376 4 6
Total ...	69,803 5 6	57,903 12 2
Net balance on the 31st October of each year's Second Quarter under review on the Government Books, exclusive of Interest upon the Capital	26,70,179 14 2	24,70,302 1 4
MONTHLY RECEIPTS AND DISBURSEMENTS.		
Amount of subscriptions of 737 Subscribers in the both Funds.	26,045 6 7	24,143 6 7
DEDUCT:		
Pensions payable	14,566 14 2	13,771 14 2
Establishment, &c.	1,674 13 0	1,554 8 2
Interest on Reserve Funds divided among members of five years' standing	4,814 1[illegible] 0	3,777 14 0
Divisible surplus under Resolution A., dated 6th January 1863	2,561 7 0	0 0 0
Total ...	23,618 0 2	19,104 4 4
Net Monthly Income, exclusive of Interest upon Capital	*2,427 6 5	5,039 2 3

	Number of Subscribers for Wives only.	Number of Subscribers for Wives and Children.	Number of Subscribers for Children only.	Number of total Subscribers.	Number of Wives.	Number of Children.
In the year 1865-66	276	326	104	706	602	1,198
In the year 1866-67 ...	284	350	103	737	634	1,295

* The apparent reduction in the net monthly income for the Second Quarter of 1866-67 is due to the distribution of profits. Excluding the sum of Rupees 2,561-7 on this account, the net income will be found to approximate to that of the corresponding quarter of 1865-66.

FUND OFFICE,
The 3rd August 1867.

H. A. BROWN,
A. D. JONES,
Auditors, U. S. F. P. Fund.

H. ANDREWS,
Officiating Accountant and Collector.

Published by Order of the Directors,

GEO. W. KELLNER,
Officiating Secretary.

Lost,

THE Halves of two Government Currency Notes—

No. A34—12464, for Rs. 20.
No. A34—12413, ,, 20.

Lost,

HALF of the following Government Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A28—31009, for Rupees 1,000.

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A21—19619, for Rupees 10.

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A38—28184, for Rupees 100.

ALLIE BUX,
Sub-Inspector.

Lost or Stolen.

HALVES of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

No. A20—72946, for Rupees 10.
No. A27—22671, for Rupees 20.

E. A. FORBES.

Lost or Stolen.

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta.

No. A35—37921, for Rupees 50.

A. BROUGHAM.

Lost,

ONE Currency Note with different Numbers, *viz*:—

Nos. A25—85537, 14th May 1862; and A27—38551, 16th May 1862.

DHURMO DASS MOOKERJEE.

Lost,

HALF Notes,—

Nos. A25—93374, 96100, 93394, 71428, 64966, 64470, 95638, 64954, 87297 } Of the 14th May 1862, for Rupees 20 each.

GRINDLAY AND Co.

Lost or Stolen.

SECOND HALVES of Government Currency Notes, No. A17—77903, and 56007, two Notes, Rs. 10 each, of the Nagpore Circle.

No. A25—74434, Rs. 20.

Nos. A19—80780, and A7—11414, two Notes, Rupees 10 each, of the Calcutta Circle.

Payment has been stopped at the respective Currency Offices.

J. W DAWSON,
for Agent,
Oriental Bank Corporation.

Lost,

HALVES of the following Currency Notes, intimation of loss given in the Currency Office, Calcutta:—

No. A22—15106, for Rupees 10.
,, A22—15108, ,, 10.
,, A22—15301, ,, 10.
,, A22—15392, ,, 10.

E. RABAN.

Lost or Stolen.

THE following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A34—05129, for Rupees 20.

SHAMA CHURN GOOLO.

Lost,

RIGHT-HALF of Currency Note, No. A34—21021, and Left-half of No. A34—53097, Rupees 20 each.

RATCHAL CHURN HOLDER.

Lost or Stolen,

HALVES of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

Nos. A9—51924, ,, A9—51923 } One Note for Rupees 20.

Lost or Stolen,

HALVES of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

No. A11—93235, for Rupees 50.
,, A11—88924, ,, 50.
,, A11—77052, ,, 50.

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A7—09947, dated 9th July 1861, Rs. 10.

Notice.

LOST in transit to Dacca the half of Government Security Note, No. A13—38496, for Rupees 100. Payment has been stopped at the Bank of Bengal.

শ্রীপূর্ণচন্দ্র দাস, মোক্তার।
Mooktear,
Berhampore.

Lost,

GOVERNMENT Promissory Note, No. 18980 of the 4 per cent. Loan of 1842-43, dated the 1st February, for Company's Rupees 500, originally standing in the name of Gourmoney Daby, and transferred to Coylass Chunder Sett, by whom it was never endorsed to any other person. Payment of the above Note, and of interest thereupon, has been stopped at the Loan Office, and application is about to be made to Government for the issue of a duplicate Note in favor of the Proprietor.

COYLASS CHUNDER SETT,

Echapore.

Lost,

A GOVERNMENT Promissory Note, worth (1,000) one thousand Rupees of No. 11377 of 8509 of 1835-36, dated the 31st March 1835, belonging to late Baboo Treelochun Mookerjee.

Lost,

FIRST-HALF of a Bank of Bengal Note, No. 14415, for Rupees 20.

HURRIS CHUNDER BISWAS.

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A21—72357, for Rupees 10, dated 20th July 1867.

Lost or Stolen,

THE Halves of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

No. A35—15179, for Rupees 50.
„ A22—11592, „ „ 20.

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A30—85127, for Rupees 100.

R. A. BARKER.

Lost,

THE Right-half of Government Currency Note, No. A38—45552, for Rupees 100, intimation of loss given to the Currency Office, Calcutta.

GOPAUL CHUNDER ROY.

Lost,

HALF of Government Currency Note, No. A6—10526, for Rupees 10.

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A19—67809 } One Note, for Rupees 10.
„ A19—79451 }

Lost,

HALF of the following Government Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A34—44687, for Rupees 20.

GUNNES CHUNDER GHOSE.

Lost or Stolen,

HALVES of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

No. A11—94574, for Rupees 50.
„ A19—46144, „ 10.

Lost,

HALF of a Government Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A7—08489 } One Note, for Rupees 10.
„ A7—08486 }

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A7—83490, for Rupees 10.

GORACHAND AUDDY.

Lost,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A35—45566, for Rupees 50.

W. H. ABBOTT.

Lost,

GOVERNMENT Currency Note, No. A35—30392, for Rupees 50, intimation of which has been sent to the Currency Office, Calcutta.

J. WINSTON.

Lost,

HALVES of the following Government Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

1st Half No. A12—09141, for Rupees 50, 15th July 1861.

1st Half No. A27—013992, for Rupees 20, 16th May 1862.

1st Half No. A31—40401, for Rupees 10, 6th May 1865.

Lost or Stolen,

HALVES of the following Government Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

Nos. A25—76962, for Rupees 20, and A21—43687, for Rupees 10.

LEWIS COSSERAT.

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Lost,

HALVES of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

First-half No. A19—94481, for Rupees 10.
Second do. „ A19—94480, „ „ 10.

NOTICES issued by the POST-MASTER GENERAL of BENGAL.

No. 176.

Goods can be conveyed between Calcutta and Punkabarree daily (and also passengers when there is room or if a full cart is engaged) by Government Bullock Train. Packages for Darjeeling can only be prepaid as far as Punkabarree.

R. W. H. Fanshawe, *Major*,
Post-Master Genl. of Bengal.

Calcutta,
The 17th December 1866.

No. 4838.

Nowbutpore.
Brickram.
Massorare.
Attaseray.
Bungzaferkhan.

Experimental Branch Post Offices have been opened at the places named in the margin.

R. W. H. Fanshawe, *Major*,
Offg. Post-Master Genl. of Bengal.

Calcutta,
The 21st August 1867.

NOTICES issued by the POST-MASTER of CALCUTTA.

No. 126.

The 20th August 1867.—Mails for Akyab, Rangoon, and Moulmein, for transmission per Steamer *Rangoon*, will be closed at this Office on Sunday, the 1st proximo, at 6 P. M.

Letters, &c., for Port Blair can be sent *viâ* Rangoon by this opportunity.

No. 127.

The 20th August 1867.—Mails for Gopaulpore, Bimlipatam, Vizagapatam, Coconada, Madras, Pondicherry, Negapatam, Galle, Narrakal, Carwar, and Bombay, for transmission per Steamer *India*, will be closed at this Office on Sunday, the 1st September, at 6 P. M.

No. 129.

The 24th August 1867.—Mails for the United Kingdom *viâ* Marseilles only, Countries *viâ* the United Kingdom, France, Foreign Europe *viâ* France, the intermediate Ports and China, for transmission per French Mail Steamer *Meinam*, will be closed at this Office on Sunday, the 1st proximo, at 6 P. M.

Postage to the United Kingdom.

Weight ½ oz.	Rs.	0	6	8
1 „ „		0	13	4
2 „ „		1	10	8

No. 130.

The 24th August 1867.—Mail Packets *viâ* Marseilles, also *viâ* Southampton, for the Overland Mail, which leaves Bombay on the 9th September 1867, will be closed in this Office at 6 P. M. on Tuesday, the 3rd proximo.

An Express Packet will be closed at 6 P. M. on the 4th idem.

Printed and Published for the Government by F. J. Barlow, *at the Office of the Bengal Secretariat, Calcutta.*

APPENDIX TO

The Calcutta Gazette.

WEDNESDAY, AUGUST 28, 1867.

NOTICE

Is hereby given that the sale of the Proprietary right of Government to the Estates enumerated in the following Advertisements of Sale will be made subject to these

CONDITIONS OF SALE:

1*st.*—The Estates to be sold, subject to the Government Revenue against each, to the highest bidder above the upset price.

2*nd.*—The sale to be subject to existing leases and to the rights conferred by the settlement proceedings and laws in force, and Purchasers to be bound to respect the rights of resident cultivators who have signed the Schedule of Assessment made by the Revenue Authorities.

3*rd.*—If the amount of purchase-money do not exceed Rupees 100, the whole amount to be paid down at once.

4*th.*—If the amount of purchase-money exceed Rupees 100, one-fourth of the amount bid to be immediately deposited. If the balance be not paid by noon of the fifteenth day after the sale, reckoning the day of sale as one, or if that day be a close holiday, then by noon of the first succeeding Office day, the sale to be cancelled, the sum deposited being forfeited to Government, and the Estate to be again put up for sale at the risk of the defaulting Purchaser after issue of advertisement as in the case of original sale.

5*th.*—In addition to the ordinary Government Revenue fixed on the Estates, the Purchasers shall be bound to pay for the construction of roads and improvement of communications one per cent. on the Government Revenue assessed from the date of entry upon the purchase. This sum will be leviable in the same manner as other arrears of Revenue.

By Order of the Board of Revenue, L. P.,

R. B. Chapman,

Secretary.

ADVERTISEMENTS OF SALE.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Estates, situate in the District of Shahabad, will be put up to sale, in the Shahabad Collectorate, on Monday, the 16th September 1867, corresponding with 3rd Assin 1275 *F. S.*

The Purchasers of these Estates will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix:—

Number in Statement of Government Estates.	Number on the District Roll.	Names of Estates and Pergunnahs.	Area in Acres.	Government Revenue.			Upset Price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
147	3535	Mujhoulee Bhânpore, Pergunnah Dunwar.	386 1 13¾	1,207 0 0	12 1 0	1,219 1 0	2,414 0 0	
144	4530	Khurwoth, Pergunnah Dunwar ...	822 3 30¼	1,647 0 0	16 8 0	1,663 8 0	3,294 0 0	
137	4531	Bensâgur Khyrâdeeh, Pergunnah Dunwar	1,408 1 29½	2,031 4 0	20 5 0	2,051 9 0	4,062 8 0	

SHAHABAD COLLECTORATE,
The 7th August 1867.

H. ALEXANDER,
Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Estate, situate in the District of Mymensingh, will be put up to sale, at the Mymensingh Collectorate, on Wednesday, the 25th September 1867, corresponding with the 10th Assin 1274 *B. S.*

The Purchasers of this Estate will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix:—

Number in Statement of Government Estate.	Number on the District Roll.	Name of Estate and Pergunnah.	Area in Acres.	Government Revenue.			Upset Price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P. Y.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
75	5356	Kismut Ramdebpore, Talook Sheeb Shunker Surma, Pergunnah Burbazoo.	373 1 19 26½	111 0 0	1 2 0	112 2 0	224 4 0	

COLLECTOR'S OFFICE;
District Mymensingh,
The 7th August 1867.

H. J. REYNOLDS,
Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Khas Mehals, situated in the District of Nuddea, will be put up to sale, at the Nuddea Collectorate, on the 10th September 1867, corresponding with 26th Bhadro 1274 *B. S.*

The Purchasers of the Estates will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix :—

1	2	3	4	5	6	7	8	9
No. in Statement of Government Estates.	No. in the District Roll.	Names of Estates and Pergunnahs.	Area in Acres.	Government Revenue. Revenue assessed.	Government Revenue. Road Cess.	Total.	Upset Price.	Remarks.
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
190	2274	Bamunpookhuria, Pergunnah Bagwan ..	4 2 25	3 8 0	0 0 7	3 8 7	7 0 0	
192	2031	Mouzah Mohutpore, Turuf Mohutpore ...	24 0 8	24 0 0	0 3 10	24 3 10	48 0 0	
194	3001	Mouzah Goaldanga, Pergunnah Bagwan ...	21 0 14	14 11 6	0 2 6	14 14 0	29 7 0	

Nuddea Collector's Office,
The 7th August 1867.

H. Bell,
Offg. Collector.

Printed by F. J. Barlow, at the Bengal Secretariat Office.

APPENDIX (No. II.) TO

The Calcutta Gazette.

WEDNESDAY, AUGUST 28, 1867.

INSOLVENT ESTATES.

QUARTERLY STATEMENT MADE UP TO 31ST JULY 1867.

ESTATES.	Whole Amount of Receipts.	WHOLE DISBURSEMENTS.		Balance Remaining.	Of the Balance there is invested in Government Securities, (the remainder being Cash in the Bank of Bengal.)	Probable Outturn of the Dependencies.
		Dividends Paid.	Other Payments.			
Alexander and Co. ..	287201 3 4	220056 11 9	46625 3 1	20519 4 6, a portion of which is applicable to the Dividend now payable.	8566 2 5	There are outstandings, but recoveries uncertain and hopeless.
Adam, Scott and Co. ...	128087 5 9	104491 12 0	21364 2 7	2231 7 2	2231 7 2	Hardly anything more recoverable. One Policy of Insurance for Rupees 4,000.
Anderson, William and Co. ...	2377 10 6	0 0 0	1778 9 2	599 1 4	441 7 0	The balance in hand is reserved to satisfy some disputed claims. Nothing further is expected.
Allan, Deffell and Co. ...	153936 13 2 and Govt. Paper for Rs. 500.	118706 9 7	28689 2 11	6541 0 8, which is applicable to the Dividends now payable.	1059 7 0	Outstandings in course of recovery. Policies of Insurance for Rupees 4,000. Some unclaimed Dividends in Court.

ESTATES.	Whole Amount of Receipts.	Whole Disbursements.		Balance Remaining.	Of the Balance there is invested in Government Securities, (the remainder being Cash in the Bank of Bengal.)	Probable Outturn of the Dependencies.
		Dividends Paid.	Other Payments.			
Brightman and Co. ..	32530 14 11	23845 6 10	8321 8 10	363 15 3	0 0 0	Hardly anything more recoverable.
Boyd and Co. ...	29109 6 9	0 0 2	13057 8 1	16071 14 8, which is applicable to the Dividend now payable.	1700 11 10	Ditto ditto.
Bruce, Shand and Co. ..	833906 8 0	495950 2 2	331244 15 0	6711 6 10	6711 6 10	Ditto ditto.
Brunet, Saliz, and Latapie ..	15235 0 0	7036 8 11	5295 9 7	2902 13 6, which is applicable to the Dividend now payable.	0 0 0	Ditto ditto.
Braddon and Co. ..	12201 6 7	0 0 0	5580 11 11	6620 10 8	2152 8 0	Outstandings in course of recovery.
Bischoff, Beer and Co. ...	2640 5 8	0 0 0	1951 8 11	688 12 9	0 0 0	Hardly anything more recoverable.
Colville, Gilmore and Co. ...	8147 12 8	2535 0 0	3113 10 2	2499 2 6	0 0 0	Ditto ditto.
Colvin and Co. ...	164350 15 4	124980 6 10	27978 15 5	11391 9 1	9922 1 5	There are outstandings, but recoveries uncertain. Unclaimed Dividends in Court.
Cruttenden, Mackillop and Co. ...	90098 2 8	63684 15 7	19712 4 4	6700 14 9, which is applicable to the Dividend now payable.	6043 14 5	Ditto ditto.
Cantor and Co. ...	209685 11 5	135911 11 11	67393 2 6	6380 13 0	5059 2 9	Hardly anything more recoverable.
Cockerell and Co. ...	1713846 5 4	378230 4 3	1325316 3 11	10299 13 2	4599 4 9	Some outstandings, but recoveries uncertain. Some unclaimed Dividends in Court.
Dutts, Linzie and Co. ...	14690 7 0	9668 10 2	4540 4 6	481 8 4, which is applicable to the Dividend now payable.	0 0 0	Ditto ditto.
Ewing, Aird, and Anderson ...	310003 0 8	55631 3 5	240920 5 6	13451 7 9	12167 7 3	Ditto ditto.
Fergusson and Co. ...	169250 7 7	125686 2 8	29195 5 7	14368 15 4	14262 14 7	Ditto ditto.
Fergusson Brothers and Co. ...	146806 3 5	68023 13 0	74110 5 2	4672 1 3	2700 0 0	Ditto ditto.
Foster, Rogers and Co. ...	5919 14 8	0 0 0	1846 4 8	4073 10 0	0 0 0	Outstandings in course of recovery.
Gilmore and Co. ...	45486 9 8	23186 11 8	19548 2 11	2751 11 1	2637 13 8	Hardly anything more recoverable.
Gordon, Collie and Co. ...	16803 14 11	7265 10 1	9187 11 7	350 9 3	0 0 0	Ditto ditto.
Griffiths, Curtis and Co. ...	46397 0 11	18497 15 3	18482 11 0	9416 6 8	8416 12 0	Outstandings in course of recovery.
Gordon, Stuart and Co. ..	29454 14 3	0 0 0	17197 2 3	12257 12 0	0 0 0	Ditto ditto.
Hoffmann and Co. ...	24360 9 8	0 0 0	16205 15 11	8064 9 9	4444 4 5	Ditto ditto.
Hurry, W. C. ...	2471 0 6	0 0 0	3 7	505 12 11	419 11 11	Nothing further recoverable.

Hickey, Bailey and Co.	...	290961 15 2	124673 0 0	1196 3 2 7	46679 12 7, a portion of which is applicable to the Dividend now payable.	14998 3 3	Very little further recoverable. Unclaimed Dividends in Court. A Decree in the Mofussil Court.
Hodgkinson, G. F. and Co.	...	24657 8 10	0 0 0	22038 14 11	2618 9 11	2100 0 0	Further recoveries hopeless.
Hughesdon Brothers	..	235989 9 8 and Co.'s Paper for Rs. 5,800.	21655 15 5	201888 7 11	12445 2 4, a portion of which is applicable to the Dividend now payable.	0 0 0	Ditto ditto.
Janssen, J. and Co.	...	15416 4 3	0 0 0	15183 12 3	232 8 0	0 0 0	Ditto ditto.
Latapie, E. D.	...	3969 13 8	0 0 0	3011 4 3	958 9 5	0 0 0	Ditto ditto.
Larpent, Saunders and Co.	...	76456 8 1	38875 6 9	20867 7 10	16713 9 6, which is applicable to the Dividend now payable.	7052 14 0	Ditto ditto.
Lyall, Matheson and Co.	...	368115 5 7	279760 5 10	84709 6 2	3645 9 7, which is applicable to the Dividend now payable.	0 0 0	Ditto ditto.
Langlois and Co.	...	32836 13 6	1548 14 3	23257 0 8	8030 14 7, which is applicable to the Dividend now payable.	0 0 0	Ditto ditto.
McGregor, Hunter and Co.	...	10536 6 2	0 0 0	9874 11 3	661 10 11	661 10 11	Ditto ditto.
Mackintosh and Co.	...	199494 9 4	121253 11 9	71262 10 10	6978 2 9	6978 2 9	There are outstandings, but uncertain as to recovery. Unclaimed Dividends in Court.
Macleod, Fagan and Co.	...	15966 7 10	2993 5 2	9801 5 2	3171 13 6	3171 13 6	Ditto ditto.
Mackey, D. C. and Co.	...	105594 6 8	53540 3 8	40857 9 11	11196 9 1	9488 9 6	Ditto ditto.
Martin, Pillans and Co.	..	94984 15 6	18816 2 5	71489 8 3	4679 4 10	1839 11 6	Ditto ditto.
Nichol, Wilkie and Co.	...	4552 12 0	0 0 0	4426 1 5	126 10 7	0 0 0	Nothing further recoverable.
Owen, Allhusen and Co.	...	28165 7 8	0 0 0	25331 4 3	2834 3 5	2546 4 7	Ditto ditto.
Oliva, L. B.	...	23729 2 7	17277 5 0	5342 7 5	1109 6 2, which is applicable to the Dividend now payable.	0 0 0	Outstandings in course of recovery.

ESTATES.	Whole Amount of Receipts.	Whole Disbursements.		Balance Remaining.	Of the Balance there is invested in Government Securities, (the remainder being Cash in the Bank of Bengal.)	Probable Outturn of the Dependencies.
		Dividends Paid.	Other Payments.			
Ogle, John and Co. ...	201318 2 9	108953 9 8	27176 8 9	65188 0 4, which is applicable to the Dividend now payable.	15014 8 10	Outstandings in course of recovery.
Palmer and Co. ...	559166 11 6	353228 13 9	164432 9 9	41505 4 0, which is applicable to the Dividend now payable.	17133 13 7	There are outstandings, but uncertain as to recovery.
Quillet,, DeGaye and Co. ...	6533 1 4	3141 8 11	2380 4 6	1011 3 11, which is applicable to the Dividend now payable.	0 0 0	Hardly anything further recoverable.
Runtz, Rees and Co. ...	18484 7 2	0 0 0	8826 5 11	9658 1 3	3555 6 10	Outstandings in course of recovery.
Saunders, May, Fordyce and Co. ...	399661 7 1	314768 7 10	67793 14 2	17099 1 1, which is applicable to the Dividend now payable.	1909 13 6	Ditto. Some unclaimed Dividends in Court.
Tulloh and Co. (1st) ...	116369 6 2	65851 12 9	50093 12 11	423 12 6	0 0 0	Nothing further recoverable.
Tulloh and Co. (2nd) ..	19127 10 6	7964 9 2	9272 11 3	1890 6 1	0 0 0	Ditto ditto.
Thomas and Co. ...	359213 8 3 and Co.'s Paper for Rs. 10,300.	222770 0 5	27543 2 4	108900 5 6, a portion of which is applicable to the Dividend now payable.	2706 14 0	Outstandings in course of recovery.
Wills, F. F. ...	6442 7 10	0 0 0	2609 4 7	3833 3 3	2492 10 11	Ditto ditto.
Wallace, Alexander and Co. ..	23636 8 8	3750 6 8	5204 6 7	14681 11 5, which is applicable to the Dividend now payable.	959 9 1	Hardly anything more recoverable.
Wood, Olliffe and Co. ...	3276 6 10	0 0 0	1144 11 0	2131 11 10	0 0 0	Outstandings in course of recovery.
Whyttenbach, E. and Co. ...	517 12 3	0 0 0	62 1 6	455 10 9	0 0 0	Ditto ditto.
Willis, Joseph ...	37874 6 11	0 0 0	22088 13 4	15785 9 7	9488 9 6	Ditto ditto.
Asiatic Marine Insurance Office ...	798221 15 5	660525 1 8	109947 6 6	27749 7 3, which is applicable to the Dividend now payable.	1352 10 2	The 8th assessment is in course of realization. Seven per cent. alone remains due, which will be paid on declaring the next Dividend.
Balfour and Co. ...	477317 7 5		12556 12 9	464760 10 8	0 0 0	Outstandings in course of recovery.
Minto, William and Co. ..	1049 12 10	0 0 0	403 7 7	646 5 3	0 0 0	Ditto ditto.

ESTATES.	Whole Amount of Receipts.	Wh[illegible]URSEMENTS. Dividends Paid.	Other Payments.	Balance Remaining.	Of the Balance there is invested in Government Securities, (the remainder being Cash in the Bank of Bengal.)	Probable Outturn of the Dependencies.
Allhusen, William ...	1629 14 6	0 0 0	734 3 4	895 11 2	0 0 0	Nothing further recoverable.
Ayton, James Alexander ..	1772 4 1	0 0 0	306 1 10	1466 2 3	441 14 9	A claim on Cruttenden and Co.'s Estate. Outturn uncertain.
Allport, Rowland ...	13930 1 8	10128 2 6	1718 0 0	2083 15 2	0 0 0	Nothing further recoverable.
Anquitel, Charles ..	39885 7 4	12560 1 3	26955 10 9	369 11 4	0 0 0	Ditto ditto.
Agabeg, Johannes ...	1573 8 9	0 0 0	700 0 6	873 8 3	0 0 0	Ditto ditto.
Agabeg Brothers ..	28920 0 7	20254 15 9	5073 7 7	3591 9 3	0 0 0	Ditto ditto.
Adams, Thomas ...	12907 9 11	5505 2 11	4969 13 3	2432 9 9	0 0 0	Ditto ditto. Insolvent died.
Allee, Dugman ...	605 15 0	0 0 0	302 8 0	303 7 0	0 0 0	Ditto ditto.
Avetoom, C. T. ..	1252 0 0	0 0 0	648 15 0	603 1 0	0 0 0	Outstandings in course of recovery.
Boloram Bose ..	719 2 7	0 0 0	175 0 0	544 2 7	0 0 0	Nothing further recoverable. Insolvent died.
Becher, G. R. P. ...	1456 9 1	0 0 0	346 6 9	1110 2 4	0 0 0	Ditto ditto. Ditto.
Bryce, Archibald ..	1996 15 10	0 0 0	191 1 10	1805 14 0	441 14 9	Ditto ditto. Ditto.
Bailey, Francis ...	13766 4 8	5898 12 10	7053 6 2	814 1 8	0 0 0	Ditto ditto. Ditto.
Birch, F. W. ..	16819 8 3	10700 4 3	2574 15 2	3544 4 10,	of which Rs. 1985 11 9 is for Dividends.	Ditto ditto. Ditto.
Bodelio, L. H. ...	377 14 4	0 0 0	101 0 0	276 14 4	0 0 0	Ditto ditto. Finally discharged.
Brojonath Dhur (1st) ...	10388 0 9	4048 3 7	5191 3 11	1148 9 3,	of which Rs. 1083 11 2 is for Dividends.	Ditto ditto. Ditto.
Barnfield, William ...	1285 15 6	0 0 0	1057 4 0	228 11 6	0 0 0	Ditto ditto.
Burge, A. B. ...	3800 0 0	2673 0 0	486 10 0	640 6 0,	of which Rs. 605 0 0 is for Dividends.	Ditto ditto. Resigned the service.
Bolst, F. C. (2nd) ...	733 12 0	0 0 0	344 10 0	389 2 0	0 0 0	Ditto ditto.
Burkinyoung, Robert ...	7923 3 3	2631 8 7	2147 3 9	3144 6 11,	which is for Dividends now payable.	Ditto ditto.
Bycauntnath Dutt ...	2252 1 0	0 0 0	1732 0 0	520 1 0	0 0 0	Ditto ditto.
Bodry, John ...	919 7 5	0 0 0	466 0 0	453 7 5	0 0 0	Ditto ditto.

ESTATES.	Whole Amount of Receipts.	Whole Disbursements.		Balance Remaining.	Of the Balance there is invested in Government Securities, (the remainder being Cash in the Bank of Bengal.)	Probable Outturn of the Dependencies.
		Dividends Paid.	Other Payments.			
Betts, C. G. D. ...	800 0 0	0	548 10 6	251 5 6	0 0 0	Nothing further recoverable. Finally discharged.
Beharrylall Dheechut ...	2785 0 0	1493 7 8	1049 10 9	241 13 7	0 0 0	Ditto ditto.
Baxter, W. G. ...	12949 12 6	5454 2 7	6506 9 9	989 0 2,	of which Rs. 805 4 11 is for Dividends.	Ditto ditto. Insolvent died.
Briant, A. L. ..	3520 14 0	1264 5 7	1233 0 4	973 8 1,	of which Rs. 669 4 2 is for Dividends.	Ditto ditto. Finally discharged.
Bhowaneypersaud Gone ..	6534 0 0	3057 8 0	2554 8 6	921 15 6,	of which Rs. 704 5 9 is for Dividends.	Ditto ditto.
Bagot, W. N. ...	4149 4 9	0 0 0	3244 5 0	904 15 9	0 0 0	Ditto ditto.
Brewer, T. S. M. ...	13508 3 2	0 0 0	1770 3 4	11737 15 10,	of which Rs. 11590 0 0 is for Dividends.	Outstandings in course of recovery.
Bampton, Francis ...	1605 5 9	0 0 0	5 8 0	1599 13 8	0 0 0	Ditto ditto.
Bluett, James ..	523 0 0	0 0 0	40 0 0	483 0 0	0 0 0	Ditto ditto.
Beharrylall Dass ..	3237 0 0	0 0 0	0 0 0	3237 0 0	0 0 0	Ditto ditto.
Currie, J. A. (1st) ...	2903 7 10	1128 7 1	410 10 6	1364 6 3	0 0 0	Nothing further recoverable. Insolvent died.
Chardon, Maurice ...	1003 4 6	0 0 0	115 0 0	888 4 6	0 0 0	Ditto ditto. Ditto.
Colquhoun, James ...	1046 15 11	0 0 0	236 0 0	810 15 11	0 0 0	Ditto ditto. Ditto.
Campbell, F. W. ...	298 1 0	0 0 0	75 8 0	222 9 0	0 0 0	Ditto ditto.
Cally Das Chatterjee ...	294 2 3	0 0 0	39 0 0	255 2 3	0 0 0	Ditto ditto.
Cannylall Burraul and Kishenmohun Burraul ...	5361 3 9	3057 5 0	1860 1 5	463 13 4	0 0 0	Ditto ditto. A suit in Zillah Court pending.
Cullen, James ...	826 5 8	0 0 0	135 0 0	691 5 8	0 0 0	Nothing further recoverable. Insolvent died.
Caird, John ..	914 15 7	0 0 0	235 0 0	679 15 7	0 0 0	Ditto ditto. Ditto.
Calder, Duncan (1st) ...	4409 0 3	0 0 0	2490 7 3	1918 9 0	0 0 0	Ditto ditto. Retained for settlement of accounts.
Crompton, G. T. ...	5136 14 6	2654 1 0	2059 5 3	423 8 4	0 0 0	Nothing further recoverable. Finally discharged.
Campbell, Colin (2nd) ...	1834 4 1	0 0 0	804 14 6	1029 6 5	0 0 0	Ditto ditto. Insolvent died.
Callycoomar Mullick Roy ...	58692 0 0	53503 5 3	5106 1 4	82 9 5,	of which Rs. 79 13 10 is for Dividends.	Ditto ditto. Finally discharged.
Chunder Mohun Chatterjee ...	5732 0 10	2684 4 6	1202 14 3	1844 14 1,	of which Rs. 1796 13 3 is for Dividends now in course of payment.	Ditto ditto. Ditto.
Cook, Henry ...	12126 12 5	6389 [illegible]	4622 1 7	1114 12 0	0 0 0	Ditto ditto.
Currie, J. A. (2nd) ...	15824 11 6	5040 [illegible] 9	10116 0 10	668 4 11	0 0 0	Ditto ditto.
Curnin, Ellen ..	1403 0 0	0 0 0	903 0 0	500 0 0	0 0 0	Ditto ditto.

Corcoran, J. F.	...	6750	3	10	4238	[illegible]	[illegible]	424	13	0	2087	1	2,	of which Rs. 2012 is for Dividends.	0	1	Ditto	ditto.	Insolvent died.
Campbell, J. W. H.	...	73316	8	8	13590	9	8	5321	5	2	6408	9	10,	of which Rs. 2569 is for Dividends now in course of payment.	11	6	Ordered one-third of Pension to be deducted.		
Carrapiet, C. P.	..	2250	0	0	0	0	0	1337	0	6	912	15	6		0	0	0	Nothing further recoverable.	Finally discharged and died.
Carbery, R. J. (1st)	..	5013	11	7	1069	11	5	1572	11	3	2371	4	11,	of which Rs. 2280 is for Dividends.	15	2	Outstandings in course of recovery.		
Carrau, J. L.	...	1696	15	0	0	0	0	301	0	0	1395	15	0		0	0	0	Nothing further recoverable.	
Conyers, Z. E.	...	1176	0	0	0	0	0	32	0	0	1144	0	0		0	0	0	Ditto	ditto.
Cator, A. C.	..	2514	7	2	0	0	0	2278	7	0	236	0	0		0	0	0	About Rupees 2,000 more to be realized.	
Carbery, Anne, and R. J.	..	5850	11	10	1102	3	8	2304	10	2	2443	14	0,	of which Rs. 2071 is for Dividends.	8	4	Outstandings in course of recovery.		
Chunder Mohun Bose	...	1305	12	1	0	0	0	937	9	0	368	3	1		0	0	0	Ditto	ditto.
Cameron, John (2nd)	...	28182	3	7	21818	11	0	5588	5	2	775	3	5,	of which Rs. 139 is for Dividends.	12	5	A further small sum may be realized.		
Cockell, William James	...	16461	3	8	12608	10	11	2145	4	6	1707	4	3,	of which Rs. 1314 is for Dividends.	6	8	Nothing further recoverable.		
Colly Churn Dutt	...	426	10	0	0	0	0	8	0	0	418	10	0		0	0	0	Ditto	ditto.
Cones, W. V.	...	1851	7	2	0	0	0	1224	0	0	6127	7	2		0	0	0	Ditto	ditto.
Cockburn, William	..	2000	0	0	0	0	0	400	0	0	1600	0	0		0	0	0	Outstandings in course of recovery.	
Calder, David	..	1602	15	0	0	0	0	61	0	0	1541	15	0		0	0	0	Ditto	ditto.
Dickens, Theodore	...	13088	0	6	2966	11	8	964	5	6	9156	15	4		3520	0	0	Nothing further recoverable. Subject to settlement of accounts	
Dickson, William	...	1363	0	2	863	5	1	182	2	0	317	9	1,	of which Rs. 187 is for Dividends.	13	8	Ditto	ditto.	
DeMello, A. H.	...	4287	13	6	2198	6	4	1104	0	9	985	6	5		0	0	0	Ditto	ditto. Insolvent died.
Dove, J. M.	...	11966	12	1	8596	9	6	1907	4	9	1462	13	10,	of which Rs. 52 is for Dividends.	13	4	Ditto	ditto.	Finally discharged.
Dorrett Brothers	...	2164	9	6	0	0	0	1273	7	3	891	2	3		0	0	0	Ditto	ditto.
DeSilva, John Emanuel	...	12636	9	9	10215	5	4	838	8	9	1582	11	8,	of which Rs. 1422 is for Dividends.	13	3	Ditto	ditto.	Insolvent died.
DeSouza, John	...	1334	0	3	0	0	0	795	9	0	538	7	3		0	0	0	Ditto	ditto. Ditto.
Dumat, Alfred	...	6224	5	6	1051	12	9	2014	3	5	3158	5	4,	of which Rs. 2800 is for Dividends.	0	0	Ditto	ditto.	
Dinnonauth Dutt	...	467	0	0	0	0	0	77	0	0	390	0	0		0	0	0	Ditto	ditto. Ditto.
Durant, Edward	..	3223	1	6	413	4	4	818	12	6	1991	0	8,	of which Rs. 1836 is for Dividends now in course of payment.	11	6	Ditto	ditto.	
DeCroyer, L. A.	...	3306	0	3	2336	14	10	751	13	10	217	3	7,	of which Rs. 42 is for Dividends.	14	6	Ditto	ditto.	

ESTATES.	Whole Amount of Receipts.	Whole Disbursements.		Balance Remaining.	Of the Balance there is invested in Government Securities, (the remainder being Cash in the Bank of Bengal.)	Probable Outturn of the Dependencies.
		Dividends Paid.	Other Payments.			
Duggan, Alexander ...	1033 3 2	0 0 0	641 7 0	391 12 2	0 0 0	Nothing further recoverable.
Dennison, G. R. ..	29574 0 0	22818 5 10	1593 6 4	5162 3 10,	of which Rs. 4945 4 2 is for Dividends.	Ditto ditto. Insolvent died.
Debrunner, Jules ...	64589 15 7	45951 7 4	6075 14 10	12562 9 5,	of which Rs. 984 12 9 is for Dividends.	A small sum further recoverable.
Dickinson, Clarton and Co. ...	4063 12 0	0 0 0	3956 13 9	106 14 3	0 0 0	Ditto ditto.
Duff, David ..	1582 12 9	0 0 0	304 0 0	1278 12 9	0 0 0	Nothing further recoverable.
Dodd, Richard (2nd) ...	1000 0 0	0 0 0	474 13 0	525 3 0	0 0 0	Ditto ditto.
Deburrooddeen and Keburrooddeen Sircars ..	470 4 0	0 0 0	380 14 3	89 5 9	0 0 0	Outstandings in course of recovery.
Edwards, C. L. ..	815 0 0	0 0 0	90 0 0	725 0 0	0 0 0	Ditto ditto. Finally discharged.
Ellias, M. B. ..	7214 3 6	1373 11 9	1248 5 10	4592 1 11,	of which Rs. 4272 15 1 is for Dividends	Ditto ditto.
Fraser, D. W. ...	2008 11 2	0 0 0	854 10 4	1154 0 10	441 14 9	Ditto ditto. Ditto.
Ford, William Richard ...	2380 2 10	0 0 0	840 2 2	1540 0 8	0 0 0	Ditto ditto. Ditto.
Fraser, W. T. ...	1500 0 0	0 0 0	480 9 0	1019 7 0	0 0 0	Ditto ditto.
Fisher, A. ...	2065 1 5	0 0 0	1100 13 0	964 4 5	0 0 0	Ditto ditto.
Ferris, G. R. ...	2550 0 0	0 0 0	645 2 6	1904 13 6	0 0 0	Ditto ditto.
Glass, A. G. (Glass and Co.) ...	3850 3 8	954 12 4	1457 10 5	1437 12 11,	of which Rs. 1244 5 2 is for Dividends.	Ditto ditto. Insolvent died.
Goberdhone Mullick ..	2880 14 9	1127 11 5	899 11 0	853 8 4,	of which Rs. 529 12 10 is for Dividends.	Ditto ditto. Finally discharged.
Gilbert, W. H. (Guest and Co.) ...	327 6 3	0 0 0	110 14 9	216 7 6	0 0 0	Ditto ditto.
Greedhur Mullick ...	1025 0 0	0 0 0	137 0 0	888 0 0	0 0 0	Ditto ditto.
Gibson and Co. ..	142472 1 0	69061 3 5	73257 2 5	153 11 2,	of which Rs. 66 14 11 is for Dividends.	Large outstandings payable to the Agra Bank as per Decree of Court. Finally discharged.
Gregory, G. G. ...	2550 5 2	1473 4 10	629 10 5	447 5 11	of which Rs. 379 7 2 is for Dividends.	Nothing further recoverable. Insolvent died.
Greenstreet, E. S. ..	1508 3 9	0 0 0	1080 9 4	427 10 5	0 0 0	Ditto ditto. Finally discharged.
Gooroo Churn Sen ..	109756 8 1	80610 3 3	24841 8 10	4304 12 0,	of which Rs. 3043 6 0 is for Dividends.	Ditto ditto.
Gocool Chund Goramull ..	807 8 6	0 0 0	353 10 3	453 14 3	0 0 0	Ditto ditto.
Gubboy, Aaron Joshua ...	9055 7 0	3221 3 11	1941 12 11	3892 6 2,	of which Rs. 3447 5 0 is for Dividends.	Ditto ditto.
Gocool Das Soonderjee ..	18266 14 1	11533 9 3	5749 12 11	983 7 11,	of which Rs. 330 2 11 is for Dividends.	Ditto ditto. Insolvent absconded.
Golaub Chund, Hem Chund ..	1506 2 0	0 0 0	110 9 0	1395 9 0	0 0 0	Ditto ditto.
Golam Hossen Virjee ..	123375 14 9	18892 11 1	83736 15 9	20746 3 11,	of which Rs. 17597 15 5 is for Dividends.	Outstandings in course of recovery.
Gordon, D. C. ..	9626 4 9	0 0 0	422 12 3	9203 8 6	0 0 0	Ditto ditto.
Grant and Sons, G. ..	583 15 1	0 0	0 0 0	583 15 1	0 0 0	Ditto ditto.
Hudson, Nathaniel ...	2225 11 3	0 0 0	297 12 0	1927 15 3	0 0 0	Ditto ditto. Insolvent died.

Heberlet, Andrew	..	981	4	7	70	0	0	182	4	0	729	0	7	0	0	0	Ditto	ditto.	Ditto.
Hurro Sunker Ghose	..	1786	2	2	10	8	0	371	6	0	1404	4	2	0	0	0	Ditto	ditto.	
Hollodhur Day	...	1047	8	9	0	0	0	186	4	0	861	4	9	0	0	0	Ditto	ditto.	Ditto.
Harrowell, James	...	542	7	6	0	0	0	136	0	0	406	7	6	0	0	0	Ditto	ditto.	Ditto.
Hoppe, William	...	1346	8	6	0	0	0	606	1	10	740	6	8	0	0	0	Ditto	ditto.	Ditto.
Hughes and Templer	...	12095	4	1	5179	4	11	6075	15	3	839	15	11	0	0	0	Ditto	ditto.	Ditto.
Harvard, J. H. M.	..	1612	0	0	0	0	0	1112	9	2	499	6	10	0	0	0	Ditto	ditto.	Ditto.
Huffnagle and Co., Charles	...	1320	4	7	0	0	0	217	12	10	1102	7	9	0	0	0	Some outstandings; recoveries uncertain. Finally discharged.		
Heeraloll Hunnomontaram	..	752	14	3	0	0	0	61	0	0	691	14	3	0	0	0	Schedule not yet filed.		
Hurrynarain Day	...	168680	5	7	62437	3	8	106076	15	7	166	2	4	0	0	0	Nothing further recoverable. Finally discharged.		
Holloway, William	..	1050	0	0	0	0	0	211	4	0	838	12	0	0	0	0	Ordered to pay Rupees 35 per month from his pay. Insolvent not to be found.		
Hollway, William (2nd,) Milliner	..	3396	12	7	0	0	0	2265	11	9	1131	0	10	0	0	0	Nothing further recoverable.		
Hemchunder Chowdry	...	1195	0	0	0	0	0	838	0	0	356	14	0	0	0	0	Ditto	ditto.	
Hughes, J. G	..	741	6	8	0	0	0	224	0	0	517	6	8	0	0	0	Ditto	ditto.	
Honigberger, William	..	971	8	3	0	0	0	336	0	0	635	8	3	0	0	0	Ditto	ditto.	Insolvent drowned.
Hurjee Aurut	..	12189	11	0	7891	12	8	2100	2	3	2197	12	1,	of which Rs. 1883 0 10 is for Dividends.			Ditto	ditto.	Schedule not filed. Insolvent absconded.
Hadjee Ibrahim Bin Ismael Bin Ahmed		9754	2	9	3082	9	2	1607	9	9	5063	15	10,	of which Rs. 4813 13 7 is for Dividends.			Nothing further recoverable.		
Koolas Chund	..	14115	3	6	0	0	0	485	5	0	13629	14	6	0	0	0	Outstandings in course of recovery.		
Hadjee Jaffer Moosha	..	3913	13	0	0	0	0	180	8	0	3733	5	0	0	0	0	Ditto	ditto.	
Hadjee Ahmed Solaman	..	13467	11	6	0	0	0	12726	11	0	741	0	6	0	0	0	Ditto	ditto.	
Horton, Walter	..	458	14	6	0	0	0	0	0	0	458	14	6	0	0	0	Ditto	ditto.	
Jeebunkissen Bose	..	924	14	0	0	0	0	83	10	0	841	4	0	0	0	0	Nothing further recoverable.		
John Lackersteen and Brothers	...	323916	1	9	131338	0	8	173725	15	8	18852	1	5,	of which Rs. 11604 2 3 is for Dividends.			Ditto	ditto.	Finally discharged.
Joysookroy Sungumlall	...	4223	4	5	1796	6	1	1308	13	0	1118	1	4	0	0	0	Ditto	ditto.	Ditto and died.
Jadub Chunder Seal	...	2094	6	7	0	0	0	746	3	0	1348	3	7	0	0	0	Ditto	ditto.	
Jordon, J. S.	...	5376	8	0	396	10	1	907	9	9	4072	4	2	of which Rs. 3141 5 9 is for Dividends.			Ditto	ditto.	Ditto.
Jameison, R.	..	638	4	3	0	0	0	247	4	0	391	0	3	0	0	0	Ditto	ditto.	
Juggenpersaud	..	960	8	9	0	0	0	215	9	0	744	15	9	0	0	0	Ditto	ditto.	
Jadub Chunder Paul and two others	...	1269	14	6	0	0	0	372	0	0	897	14	6	0	0	0	Ditto	ditto.	
Issur Chunder Ghose and Prem Chunder Ghose	..	2100	0	0	0	0	0	754	0	0	1346	0	0	0	0	0	Ditto	ditto.	
Jordon, G. P.	..	5792	0	0	37	6	4	1055	1	0	4699	8	8	of which Rs. 4400 4 8, is for Dividends.			Ditto	ditto.	
Kemp, H. C. (T. Hyde, Gardiner & Co.)		33753	13	1	15281	0	9	5097	7	9	13375	4	7	0	0	0	Ditto	ditto.	
Kelly, W. S.	...	1603	5	3	0	0	0	607	6	2	995	15	1	0	0	0	Ditto	ditto.	Finally discharged.
Khemjee Jootah and Hurrydas Natha	...	1281	10	4	0	0	0	59	0	0	1222	10	4	0	0	0	Ditto	ditto.	Insolvents died.
Kemp, H. C.	..	2469	15	10	0	0	0	273	7	11	2196	7	11	0	0	0	Ditto	ditto.	Ditto.
Kerr, Norman	...	1519	2	5	0	0	0	143	5	10	1375	12	7	441	14	9	Ditto	ditto.	Finally discharged.
King, W. J.	...	6750	9	10	4152	9	3	1150	6	9	1447	9	10	0	0	0	Ditto	ditto.	Insolvent died.
Kelly, C. F.	..	500	0	0	0	0	0	64	0	0	436	0	0	0	0	0	Ditto	ditto.	
Kunnoolall, Beneyram, and Choteelall	...	1160	13	11	0	0	0	64	0	0	1096	13	11	0	0	0	Ditto	ditto.	Ditto.
Kadarnauth Paul and Womachurn Paul.		52696	3	0	15385	8	0	15104	10	3	22206	0	9,	of which Rs. 663 10 0 is for Dividends.			Outstandings in course of recovery.		

ESTATES.	Whole Amount of Receipts.	Whole Disbursements.		Balance Remaining.	Of the Balance there is invested in Government Securities, (the remainder being Cash in the Bank of Bengal.)	Probable Outturn of the Dependencies.
		Dividends Paid.	Other Payments.			
Khona Mull Hurnund Doss ..	3987 7 6	0 0 0	326 4 0	3661 3 6	0 0 0	Schedule not filed. Insolvent absconded.
Kallydass Dutt ...	14867 1 5	0 0 0	4230 4 9	10636 12 8	0 0 0	Outstandings in course of recovery.
Khan Mahomed Dhurumsee ...	30404 12 9	0 0 0	3955 0 10	26449 11 11	0 0 0	Ditto ditto.
Lake, Hamill and Co. ...	5420 12 6	0 0 0	2027 9 3	3393 3 3	1722 1 4	Nothing further recoverable. Accounts unadjusted.
Landeman, J. V. ...	1008 6 10	231 0 0	184 4 0	593 2 10	0 0 0	Ditto ditto. Insolvent died.
Ledlie, A. H., 2nd (Boyle and Co.) ...	1654 8 7	0 0 0	594 2 6	1060 6 1	0 0 0	Ditto ditto. Finally discharged.
Lackersteen and Co., C. R. ...	8848 3 1	6330 12 9	1689 10 5	827 11 11,	of which Rs. 176 6 0 is for Dividends.	Ditto ditto. Ditto.
Lindsay, D. B. ..	1400 3 0	0 0 0	519 4 0	880 15 0	0 0 0	Ditto ditto. Ditto.
Lord Brothers ..	6300 9 0	4277 2 2	1679 5 8	344 1 2	0 0 0	Ditto ditto. Ditto.
Limond, Campbell ...	12395 10 7	11077 14 5	793 13 6	523 14 8	0 0 0	Ditto ditto. Insolvent died.
Lindstedt, Edward ...	1000 0 0	0 0 0	574 4 0	425 12 0	0 0 0	Ditto ditto. Finally discharged.
Llewelyn, W. T. ...	2100 0 0	675 13 5	157 4 6	1266 14 1,	of which Rs. 1144 1 10 is for Dividends.	Ditto ditto. Insolvent died.
Luchmenarain Khettry ...	1726 9 9	0 0 0	469 8 0	1257 1 9	0 0 0	Ditto ditto.
Langlois, J. P. ...	1448 12 0	0 0 0	524 0 0	924 12 0	0 0 0	Ditto ditto.
Low, Isabella Sarah ...	1454 12 1	0 0 0	775 12 9	678 15 4	0 0 0	Ditto ditto.
Lindeman, F. P. ...	1998 10 9	0 0 0	915 3 6	1083 7 3	0 0 0	Outstandings in course of recovery.
Lowen, George ...	751 1 0	0 0 0	478 6 0	272 11 0	0 0 0	Ditto ditto.
Lucas, John J. ..	1125 10 6	0 0 0	377 4 0	748 6 6	0 0 0	Undertaken to pay 150 Rupees per month.
Mottley, Charles (1st) ...	3412 6 10	69 6 7	100 4 11	3242 11 4	0 0 0	Nothing further recoverable.
Mackenzie, R. (J. A. Currie and Co.) ...	3047 5 10	122 8 0	953 2 5	1971 11 5	0 0 0	Ditto ditto. Finally discharged.
Macdonald, R. C. ...	35227 14 2	19575 6 6	2448 11 4	13203 12 4	8877 15 4	Ditto ditto. Insolvent died.
Macvitie, R. F. ..	5450 7 4	544 11 2	252 10 0	4653 2 2	0 0 0	Ditto ditto. Finally discharged.
Macdonald, R. B. ..	4577 12 0	346 11 1	376 0 11	3855 0 0	883 13 1	Ditto ditto. Retained for creditors.
Maclean, L. A. ...	885 4 9	0 0 0	286 8 0	598 12 9	0 0 0	Ditto ditto.
Melville, William ..	1571 8 10	0 0 0	236 7 7	1335 1 3	441 14 0	Ditto ditto. Insolvent died.
Manuk, M. M. ...	5516 0 4 and Co.'s Paper for Rs. 2,600.	2235 12 0	1548 0 6	1732 3 10,	of which Rs. 1283 2 0 is for Dividends.	Ditto ditto. Ditto.
Morris, James ...	653 13 10	0 0 0	138 0 0	515 13 10	0 0 0	Nothing further recoverable.
Magniac, Lane ..	951 15 6	0 0 0	109 0 0	842 15 6	0 0 0	Ditto ditto. Insolvent died.
Manick Chunder Khan ...	469 11 6	0 0 0	208 4 0	261 7 6	0 0 0	Ditto ditto. Ditto.
Monteith, John ..	821 0 3	20 12 0	181 4 0	619 0 3	0 0 0	Ditto ditto. Ditto.
Macleod, A. D. ...	1110 0 0	0 0 0	[illegible] 0	1046 0 0	0 0 0	Ditto ditto.
Murdoch, Mackenzie and Co. ...	5596 15 9	0 0 0	380 6 8	616 9 1	0 0 0	Ditto ditto.
Macfarlane and Co. ...	6505 11 2	3944 12 [illegible]	813 9 4	1747 7 10	0 0 0	Ditto ditto.
Moorally Dhur Newgy ...	1385 0 8	0 0 0	200 0 0	1185 0 8	0 0 0	Ditto ditto.
Mayer, F. ...	643 12 8	0 0 0	131 0 0	512 12 8	0 0 0	Ditto ditto. Insolvent died.

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ESTATES.	Whole Amount of Receipts.	Whole Disbursements.		Balance Remaining.	Of the Balance there is invested in Government Securities, (the remainder being Cash in the Bank of Bengal.)	Probable Outturn of the Dependencies.
		Dividends Paid.	Other Payments.			
Nobocoomar Poddar ...	6200 0 0	0 0 0	1889 12 0	4310 4 0	0 0 0	Nothing further recoverable.
[illegible], Hamill and ...	2450 0 0	0 0 0	291 0 0	2159 0 0	0 0 0	Ditto ditto.
[illegible]Landeman, J. V. ...	2754 2 0	0 0 0	1588 9 0	1165 9 0	0 0 0	Ditto ditto.
Omachurn A. H., 2nd (P ...	8026 14 2	0 0 0	876 5 7	7150 8 7	2646 11 7	Ditto ditto.
Obhoy Churn Dut[illegible] ...	1127 0 6	487 9 9	129 0 0	510 6 9	0 0 0	Ditto ditto, Finally discharged.
Obhoy Churn Mullick and others ...	725 4 5	0 0 0	198 4 0	527 0 5	0 0 0	Ditto ditto. Ditto.
Patrick, William ...	1420 10 11	0 0 0	221 6 1	1199 4 10	441 14 6	Ditto ditto. Insolvent died.
Perry, Thomas ...	457 6 6	0 0 0	155 0 8	302 5 10	0 0 0	Ditto ditto. Finally discharged.
Pittis, Edward ...	2074 0 5	0 0 0	245 3 0	1828 13 5	441 14 9	Ditto ditto. Insolvent died.
Palmer, John ...	7707 11 7	4003 14 9	753 0 4	2950 12 6	0 0 0	Ditto ditto. Ditto.
Parbutty Churn Bose ...	613 14 1	0 0 0	133 14 1	480 0 0	0 0 0	Ditto ditto.
Palmer, Thomas ...	1473 0 0	0 0 0	879 4 9	593 11 3	0 0 0	Ditto ditto. Finally discharged.
Pew, P. L. ...	51299 3 0	30916 10 11	12731 14 8	7650 9 5,	of which Rs. 6727 6 11 is for Dividends.	Ditto ditto. Insolvent died.
Panioty, C. ...	614 1 0	0 0 0	138 0 0	476 1 0	0 0 0	Ditto ditto. Ditto.
Parry, John ...	4028 8 11	1597 6 10	1496 13 0	934 5 1,	of which Rs. 823 12 4 is for Dividends.	Ditto ditto. Ditto.
Petre, Martin ...	1201 0 0	0 0 0	0 0 0	1201 0 0	0 0 0	Ditto ditto.
Payne, Thomas, and Sons ...	19162 3 0	11040 13 3	6921 9 1	1199 12 8	0 0 0	Ditto ditto.
Palmer, W. S. ...	4408 12 9	3074 5 2	882 14 2	451 9 5,	which is for Dividends now payable.	Ditto ditto.
Pearymohun Sett ...	600 0 0	0 0 0	89 0 3	510 15 9	0 0 0	Ditto ditto. Finally discharged.
Price, Henry ...	15380 1 3	0 0 0	14577 12 3	802 5 0	0 0 0	Ditto ditto.
Parlabean, Anne Lydia, (2nd) ...	1004 14 9	0 0 0	0 0 0	1004 14 9	0 0 0	Ditto ditto. Ditto.
Railey, G. F. (W. Newson and Co.) ...	11476 7 5	6986 2 4	2857 9 0	1632 12 1	0 0 0	Ditto ditto.
Rogers, Alexander ...	10137 3 5	0 0 0	3758 3 6	6378 15 11	1767 10 7	All property under mortgage consisting of Joint-Stock Shares; value uncertain. Insolvent died.
Russell, C. D. ...	8785 14 2	5872 15 2	900 4 2	2012 10 10	0 0 0	Retained for Creditors. Insolvent died.
Ruggoonath Bose ...	1778 13 4	517 12 5	369 14 6	891 2 5	0 0 0	Nothing further recoverable. Ditto.
Rajkissore Dutt (1st) ...	4082 13 0	0 0 0	653 7 9	3429 5 3	883 13 3	Ditto ditto. Ditto.
Roussac, A. G. ...	12304 10 3	8940 2 5	1055 11 3	2308 12 7	0 0 0	Ditto ditto.
Rushton, William ...	933 13 3	426 12 0	173 4 0	393 13 3	0 0 0	Ditto ditto. Ditto.
Ryan, E. B. ...	633 8 9	0 0 0	213 4 0	420 4 9	0 0 0	Ditto ditto. Ditto.
Ramdhone Mitter ...	769 11 3	[illegible] 0 0	150 0 0	619 11 3	0 0 0	Ditto ditto.

Rustomjee Cowasjee	...	672 4 7	0 0 0	157 0 [illegible]	515 4 7	0 0 0	Ditto	ditto.	
Rustomjee Cowasjee and Co.	...	9302 11 7	0 0 0	[illegible] 14 3	3656 13 4	0 0 0	Ditto	ditto.	Finally discharged.
Rajkissen Bysack	...	850 0 0	0 0 0	401 12 0	448 4 0	0 0 0	Ditto	ditto.	
Robinson, S. H.	...	1129 10 9	0 0 0	124 0 0	1005 10 9	0 0 0	Ditto	ditto.	Ditto.
Ramnarain Sreemany	...	2164 4 6	0 0 0	1505 9 9	658 10 9	0 0 0	Ditto	ditto.	Ditto.
Ritchie, A. S.	...	573 14 7	0 0 0	161 10 0	412 4 7	0 0 0	Ditto	ditto.	Ditto.
Robinson, J. J. (Wallace and Co.)	...	3052 8 8	0 0 0	1968 1 0	1084 7 8	0 0 0	Ditto	ditto.	Ditto.
Romanath Gossain	..	2049 6 7	0 0 0	355 0 0	1694 6 7	0 0 0	Ditto	ditto.	Ditto.
Roop Chund Dutt	...	3619 0 0	1684 1 5	1343 10 11	591 3 8	0 0 0	Ditto	ditto.	
Rajender Dutt	..	494 0 6	0 0 0	157 0 0	337 0 6	0 0 0	Ditto	ditto.	
Ramanund	..	1028 2 3	0 0 0	564 0 0	464 2 3	0 0 0	Ditto	ditto.	
Radanath Dutt	..	87424 2 1	67138 3 1	17581 12 10	2704 2 2,	of which Rs. 2627 6 10 is for Dividends.	Ditto	ditto.	
Roose, H. C. B.	...	1443 5 0	0 0 0	985 2 0	458 3 0	0 0 0	Outstandings in course of recovery.		
Ramrutton Radakissen	...	14901 10 1	0 0 0	4898 1 0	10003 9 1	0 0 0	Ditto	ditto.	
Rogoonath Barick	..	900 0 0	0 0 0	2 0 0	898 0 0	0 0 0	Ditto	ditto.	
Ram Chunder Bonerjee	...	780 0 0	0 0 0	90 1 9	689 14 3	0 0 0	Ditto	ditto.	
Robinson, J. H.	...	7710 4 6	0 0 0	66 0 0	7644 4 6	0 0 0	Ditto	ditto.	
Saunders, S. J.	...	14429 13 2	11279 2 1	1361 2 11	1789 8 2	0 0 0	Nothing further recoverable. Retired from the service.		
Smith, W. S.	...	3620 13 5	0 0 0	257 12 0	3363 1 5	0 0 0	Ditto	ditto.	Insolvent died.
Stocqueler, J. H.	..	7100 2 8	0 0 0	5417 3 1	1682 15 7	0 0 0	Ditto	ditto.	
Savigny, Joseph	..	1972 13 1	724 10 10	243 15 9	1004 2 6	0 0 0	Ditto	ditto.	Ditto.
Schlatter, Michael	..	18046 14 10	5702 8 9	1727 9 11	10616 12 2	0 0 0	Ditto	ditto.	Ditto.
Sumbhoonauth Mullick	...	612 10 5	0 0 0	195 12 0	416 14 5	0 0 0	Ditto	ditto.	Finally discharged.
Smoult, W. H.	..	1674 15 2	0 0 0	209 4 6	1465 10 8	441 7 0	Ditto	ditto.	Ditto.
Sheppard, G. A.	...	5583 14 0	4014 4 5	[illegible] 5 8	983 3 11	0 0 0	Ditto	ditto.	Insolvent died.
Sarkies and Co., P. J.	...	52610 10 9	5924 2 9	45287 11 3	1398 12 9	0 0 0	Ditto	ditto.	Finally discharged.
Sarkies, P. J.	...	10227 7 7	5814 6 7	3005 13 5	1407 3 7,	of which Rs. 1064 11 7 is for Dividends.	Ditto	ditto.	Ditto.
Smith, C. R.	...	2286 2 3	0 0 0	521 13 0	1764 5 3	0 0 0	Ditto	ditto.	
Scott, C. C. J.	..	7723 13 9	4659 10 11	1994 0 10	1070 2 0	0 0 0	Ditto	ditto.	Insolvent died.
Smith, Huffnagle and Co.	..	22402 1 6	9062 5 1	10304 14 9	3034 13 8	0 0 0	Ditto	ditto.	
Stubbs, W. V. G.	..	3486 13 7	0 0 0	1596 7 11	1890 5 8	0 0 0	Ditto	ditto.	

ESTATES.	Whole Amount of Receipts.	Whole Disbursements.		Balance Remaining.	Of the Balance there is invested in Government Securities, (the remainder being Cash in the Bank of Bengal.)	Probable Outturn of the Dependencies.
		Dividends paid.	Other Payments.			
Snook, J. V. ...	775 10 0	0 0 0	150 0 0	625 10 0	0 0 0	Nothing further recoverable. Insolvent died.
Sealy, C. P. ..	570 0 0	0 0 0	141 0 0	429 0 0	0 0 0	Ditto ditto. Ditto.
Smith, G. M. G. ..	1000 0 0	0 0 0	493 8 6	506 7 6	0 0 0	Ditto ditto. Ditto.
Sumbhoonauth Mullick ...	1139 0 6	0 0 0	813 0 0	325 13 0	0 0 0	Ditto ditto. Finally discharged.
Sutherland, Thomas ..	1057 12 0	0 0 0	402 0 0	655 12 0	0 0 0	Ditto ditto.
Saunders, J. O.'B. ..	1200 0 0	0 0 0	713 0 3	486 15 9	0 0 0	Ditto ditto. Ditto.
Sreegopaul Misser ..	1951 0 0	0 0 0	499 1 0	1451 15 0	0 0 0	Ditto ditto. Insolvent died.
Sumbhoo Chunder Chuckerbutty ...	1798 2 0	0 0 0	1517 12 9	280 5 3	0 0 0	Ditto ditto.
Sommerville, James ...	4335 3 6	2395 2 11	1718 10 3	221 6 4,	of which Rs. 188 8 11 is for Dividends.	Ditto ditto. Ditto.
Sherburne, Nathaniel ...	8624 3 11	1794 12 3	5938 7 8	891 0 0,	of which Rs. 733 3 3 is for Dividends.	Ditto ditto.
Shaik Kurreem Bux ...	2500 0 0	0 0 0	88 0 0	2412 0 0	0 0 0	Ditto ditto.
Suecole, R. B. ..	622 0 6	0 0 0	85 14 0	536 2 6	0 0 0	Ditto ditto.
Sandeman, A. P. ..	2850 0 6	0 0 0	1249 5 0	1600 11 6	0 0 0	Outstandings in course of recovery.
Solomon, Maladina ...	58559 9 0	0 0 0	6712 6 6	51847 2 6	0 0 0	Ditto ditto.
Stewart, W. M. ...	24355 4 9	0 0 0	2368 0 0	21987 4 9	0 0 0	Ditto ditto.
Stewart, Alexander ...	6781 8 9	0 0 0	636 2 6	6145 6 3	0 0 0	Ditto ditto.
Thomas, Robert (1st) ...	631 4 1	0 0 0	206 4 0	425 0 1	0 0 0	Ditto ditto. Finally discharged.
Trower, Charles ...	2177 9 0	240 0 0	64 0 0	1873 9 0	0 0 0	Ditto ditto. Insolvent died.
Turton, Sir T. E. M. ..	247210 12 5	143738 11 11	100029 2 4	3442 14 2,	of which Rs. 2243 1 5 is for Dividends.	Ditto ditto. Ditto.
Thomas, G. P. ...	2690 1 7	0 0 0	647 6 6	2042 11 1	0 0 0	Ditto ditto. Ditto.
Twentyman and Co. ...	593 11 6	0 0 0	144 2 1	449 9 5	0 0 0	Ditto ditto. Finally discharged.
Twentyman, W. J. ...	1502 8 7	0 0 0	808 0 0	694 8 7	0 0 0	Ditto ditto. Ditto.
Thomas, J. P. ...	15906 13 5	0 0 0	1894 4 3	14012 9 2	0 0 0	Further sums to be realized.
Tara Chund Kurramull ..	1711 2 9	0 0 0	37 0 0	1674 2 9	0 0 0	Ditto ditto.
Vandenberg, J. B., (1st) ..	5254 3 0	1595 6 9	2574 7 3	1084 5 0,	of which Rs. 255 4 0 is for Dividends.	Something recoverable annually by interest on a Trust Fund.
Vandenberg, J. B. (2nd) ..	4267 13 0	3365 12 8	308 15 0	593 1 4	0 0 0	Nothing further recoverable.
Vallente, W. G. ..	972 0 3	294 7 11	254 13 1	422 11 3,	which is for Dividends now payable.	Ditto ditto.
Williams, Stephen ...	18084 1 5	11972 9 3	1764 2 10	4347 5 4,	of which Rs. 401 3 1 is for Dividends.	Ditto ditto. Insolvent killed in the Mutiny.
Waring, E. S. S. ...	3096 8 8	1769 2 9	461 6 3	835 15 8	0 0 0	Ditto ditto.
Wilton, G. R. ..	1589 15 1	0 0 0	109 0 5	1480 6 8	0 0 0	Ditto ditto.

Watson and Co and Gibbon and Co. ...	104425 15 9	8[illegible]	1579 [illegible] 2	2501 1 2,	of which Rs. 1221 12 8 is for Dividends.	Ditto ditto.
Wood, H. W. I ..	2539 13 0	0 0 0	[illegible] 9	1838 2 3	0 0 0	Ditto ditto. Finally discharged.
Williams, William ..	500 0 0	[illegible] 0 0	47 0 0	453 0 0	0 0 0	Ditto ditto.
Williams, A. B., and T. E. Maugey ...	2828 4 6	1732 14 0	688 5 9	407 0 9,	of which Rs. 393 0 9 is for Dividends	Ditto ditto.
Winser and Co. ...	21774 11 7	15264 15 6	5356 15 6	1152 12 7,	of which Rs. 9 7 3 is for Dividends.	A small sum may be realized.
Winser, James ..	2573 10 6	1580 5 3	484 11 4	508 9 11,	of which Rs. 257 10 6 is for Dividends.	Nothing further recoverable; a reversionary Interest in a Fund in England.
Wilson, A. ...	920 3 6	0 0 0	8 0 0	912 3 6	0 0 0	Ditto ditto.
Wiseham, William ...	967 3 6	0 0 0	24 0 0	943 3 6	0 0 0	Ditto ditto. Schedule not filed.
Wickes, Charles Henry ...	835 3 3	0 0 0	484 14 6	350 4 9	0 0 0	Ditto ditto.
Young, Joseph ...	500 0 0	0 0 0	250 10 9	249 5 3	0 0 0	Nothing further recoverable. Insolvent died.

In addition to the above there are 179 Estates under 220 Rupees each, aggregating Rupees 26,741-6-5, the particulars of which may be learnt at my Office.
The Official Assignee has received for remuneration for the last quarter, on the Estates above enumerated, Rupees two thousand, five hundred and thirty-nine, eight annas and four pie.

CALCUTTA,
The 1st August 1867.

JOHN COCHRANE,
Official Assignee.

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No. 35.] [371]

SUPPLEMENT TO

The Calcutta Gazette.

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OFFICIAL PAPERS.

Non-Subscribers to the GAZETTE *may receive the* SUPPLEMENT *separately on a payment of six Rupees per annum if delivered in Calcutta, or twelve Rupees if sent by Post.*

Prospects of the Rice Crops.

BURDWAN DIVISION.

From C. F. MONTRESOR, ESQ., Commissioner of the Burdwan Division, to the Secretary to the Board of Revenue, Lower Provinces,—(No. 272, dated the 17th July 1867.)

IN continuation of my letter No. 246, dated 5th instant, I have the honor to lay before the Board of Revenue the following further reports from the districts of Bancoorah and Burdwan, on the prospects of the crops, for their perusal:—

Bancoorah, 8th July 1867.—"I am glad to be able to state that it is everywhere reported that during the past fortnight there has been a most favorable change in the prospects of harvest. Although the aggregate of the rain-fall is still considerably less than what had fallen by this time last year, yet sufficient has fallen for all cultivation, and the crops are everywhere looking well.

The ous crop will be unquestionably late. Transplanting from the nurseries, which is usually over by this time, has only just commenced, and the plants are everywhere backward. It cannot be expected that this crop will be a full one, both from the fact that it is unseasonably late, and that some of the early sowings have perished. But at the lowest, from all I can hear, I calculate that there will be 12 anna crop. As regards the khariff paddy there is no cause for any alarm, cultivation was retarded by the drought, but the greater portion of it has been put down in the seed beds, and the young plants are reported to be looking well. On the whole, I think, that as far as the season has gone, there is no reason to suppose that we shall have any thing less than a good average crop (ous crop probably rather short) though rather a late one. Price in this district seem to me to be steadily bending downwards.

Burdwan, 5th July.—During the fortnight ending 30th June last, abundant rain has fallen, apprehension for the prospect of the autumn crops has in consequence been removed, and there has been a slight but general fall in the price of rice. No unusual exports have taken place.

From C. F. MONTRESOR, ESQ., Commissioner of the Burdwan Division, to the Secretary to the Board of Revenue, Lower Provinces,—(No. 280, dated the 18th July 1867.)

IN continuation of my letter No. 272, dated the 17th instant, I have the honor to lay before the Board of Revenue, for their perusal, the following supplementary reports from the districts of Beerbhoom, Burdwan, Hooghly, Howrah, and Midnapore, on the prospects of the crops in those districts.

2. In consequence of reports in the papers of distress in Balasore, the Collector deputed Messrs. Shortt and Rattray to the southern parts of Midnapore to enquire into the general condition of the people, and to ascertain whether it was possible that parts of the Balasore District were drawing away any material portion of the produce as to cause scarcity in Midnapore itself.

3. The reports of these Officers are generally satisfactory, and such portions of them as are of an interesting nature will be extracted and submitted hereafter.

4. As the prospects of all the districts are favorable, I do not consider that it will be necessary for me to submit any further report till a change in their condition is perceptible.

Beerbhoom, 17th July 1867.—Almost every day during the first fortnight of the current month rain fell abundantly, and agricultural operations are being carried on throughout the district vigorously and with every prospect of success. The sugar-cane crop is also very promising.

Burdwan, 15th July.—The reports received as to the condition of the district are unanimously favorable for the fortnight ending July 15th. The price of rice shews a tendency to fall in some localities. At Culna coarse rice is selling at 1 rupee 9 annas the pucka maund. The prospect of the autumn crop is fair. No unusual exports have taken place.

Hooghly, 15th July.—The exceedingly heavy rain that fell on the night of the 2nd and 3rd July has done wonders. Baboo Shibnarain Roy writes from the extreme west of the district that such of the sugar-cane crop as escaped the effects of the long drought has regained its healthy appearance, that the transplanting of the early rice is nearly completed, and that the winter

crop is looking well. The Baboo reiterates the assurance that the ryots have plenty of rice.

Mr. Turnbull states that they have had frequent showers, and that the appearance of the crops is satisfactory. The weavers also are still at work, and there is no distress whatever.

Baboo Juggessur Sing in the west centre of the Home Thannah says, that though the ous crop has slightly suffered, there is every prospect of a good and abundant winter crop.

Mr. Ryland is equally cheering. He states that, though the rather dry weather since the 3rd has not been quite favorable for planting out the amun crop, it has enabled the ryots to weed and tend the ous crop, which is promising much better. The jute and sugar-cane are also recovering. Rain was wanted, but to judge from the direction and appearance of the storm on the 14th there was plenty.

Nothing could be better than the prospects of the district just now. Rice is at its ordinary price of former years, and, as soon as the rivers rise, quantities will be poured in from the north. If the winter crop only turns out well, next year's results are comparatively immaterial.

Baboo Joykissen Mookerjee reports that there has been just sufficient rain to carry on cultivation and to keep alive the ous paddy and the amun seed plants, as well as sugar-cane, hemp, and jute; but that a larger amount of rain is required for transplanting the rubbee crop, which, except in very low lands, has not yet commenced. If there are heavier showers now and hereafter, we may fairly reckon on an average crop of hymuntic paddy. In consequence of early dry-weather the ous and sugar-cane crops, however, will be less by nearly a third than in ordinary years.

Both the coarse and fine rice are selling cheaper than in the last month. The price of the former varies from 1 rupee 12 annas to 2 rupees, and of the latter is about 2½ rupees. This is attributed chiefly, if not entirely, to three causes, 1*st*, very small amount of exportation to foreign countries; 2*ndly*, the bumper crop of last year; and 3*rdly*, the importation from north-eastern districts.

Howrah, 15*th July*.—In Doomjoor, Juggutbullubpore, and Shampore food is considerably cheaper than it was; in other parts of the districts it remains the same.

There is no small-pox but little cholera; fever seems to be slightly increasing, but that is on account of rains.

All over the district the cultivation seems to promise well, and the people are busily employed in preparing as much land as possible.

Midnapore, 13*th July*.—The reports received from all quarters are most satisfactory.

Rain has been abundant in all directions. If any thing a little too much in Hidgelee at the south-east corner and rather too little in Banpore and Sildah at the north-west corner.

The ous crop in the latter two places had suffered a little from drought at first, but is now growing finely.

Rice maintains a very uniform figure in the market.

Cases were observed in which paupers were seen asking for work. Each case was at once examined and found to be a solitary instance only.

Below are appended notes on the two principal cases:—

NOTES.

Note 1.—A lot of paupers, some twenty, came into the town begging, and assigned as their reason to Mr. Shortt that they could not get work. It turned out that they did really come in for a srodh. Paupers came in from many places that day and next.

Note 2.—A lot of people, some twenty or thirty, came in expressly to find work, as they got none in their villages. Mr. Shortt came to speak about them, but they were gone when he sent for them to put them on road-work. Immediate enquiry was made from Mr. Terry from whose property they came, but he found there was no want of work perceptible.

The Indian corn is turning out very fine. This is an important crop in the jungle mehals.

Memorandum from W. J. HERSCHEL, ESQ., Collector of Midnapore, to the Commissioner of the Burdwan Division,—(No. 160, dated the 18th July 1867.)

Semi-monthly Report of the state of the District.

THE reports received from all parts of the district are favorable. Mr. Rattray has been down to Balsye towards the mouth of the Soobunrekha, and finds that there is ample work going on at present for all hands, and rice is there at 24 seers. It is generally cheaper in most parts of the country, and dearer nowhere. There were a few days dry weather, which led to some superstitious predictions of evil to come, but the rains continue general and sufficient.

From H. L. DAMPIER, ESQ., Officiating Secretary to the Government of Bengal, to the Secretary to the Board of Revenue, Lower Provinces,—(No. 116T., dated Majesty's Yacht *Rhotas*, the 31st July 1867.)

I AM directed to acknowledge the receipt of your letter No. 1375M., dated the 22nd instant, and in reply to express the Lieutenant-Governor's great satisfaction at the very favorable and promising reports from all districts of the Burdwan Division on the prospects of the harvest.

2. The Lieutenant-Governor, however, requests that the Board will have the goodness to furnish monthly reports on this Division.

BHAUGULPORE DIVISION.

From A. MONEY, ESQ., C. B., Commissioner of the Bhaugulpore Division, to the Secretary to the Board of Revenue, Lower Provinces,—(No. 182, dated the 10th July 1867.)

YOUR letter No. 1058M. of the 4th June directs me to report on the prospects of the autumn rice harvest.

2. The autumn crop in this Division consists very little of rice, except in Purneah and North Bhaugulpore.

3. In both these districts and wherever else rice has been sown it looks well, and promises a good outturn.

4. The chief autumn crop is Indian corn. Where as in the Sonthal Pergunnahs and South Bhaugulpore and Monghyr this crop has been sown on high land, it is likely to do well; but the very heavy rains which have fallen during the last ten days have in some parts of Northern Monghyr and elsewhere rotted the young seed on the low lands.

5. On the whole, however, the prospects of the autumn crop seem good.

6. This letter answers also your letter No. 1159M. of the 21st June, except as to the amount of fall of rain, which I have not yet received from all districts.

PATNA DIVISION.

From R. P. JENKINS, Esq., Officiating Commissioner of the Patna Division, to the Secretary to the Board of Revenue, Lower Provinces,—(No. 505, dated the 19th July 1867.)

WITH reference to Board's order No. 1058M. of 4th June last, I have the honor to report on the prospects of the autumn crop in this Division.

2. *Chumparun.*—The Collector of Chumparun wrote on the 22nd ultimo that the rice crop had been sown in his district and was coming up fairly. He also at the same time stated that as the weather presented indications of approaching rain there was every reason to hope for a good outturn from the growing crop. The rains have since set in and have been unusually heavy. I am told by a gentlemen who has within the last few days come from Bettiah. I have not heard from Mr. Beames, the Collector, since the 22nd ultimo, regarding the crops, so am sanguine enough to suppose that all is going on well, and that the heavy rain has done his district no harm.

3. *Sarun.*—From the Collector's report I gather that want of rain was generally felt in Sarun till within three or four days of the close of the last month. Owing to this circumstance the ploughing and sowing of the rice lands were delayed. From a letter in the *Englishman* signed "Sarun," I observed a few days ago that very heavy rains had suddenly fallen, and that it was feared the bhadoee crops had been injured. I have called for a report as to whether this rain has had any injurious effect on the crop, and on receipt of intelligence I shall again address you on this subject.

4. *Tirhoot.*—In Tirhoot the prospects of the crop appear to be favorable on the whole. The Assistant Collector of Durbhangah states that the prospects of the early rice harvest are generally good throughout his sub-division. The Assistant Collector of Mudhoobunee Sub-division states that at present no decided opinion can be formed as to the prospects of this crop, but at the same time he observes that prospects are not unfavorable. In Hajeepore Sub-division the rice crop has not yet been planted out, and the Sub-divisional Officer remarks that it is too early to express any opinion regarding it. The Assistant Collector of Tajpore reports that a very small proportion of land is under rice in his Sub-division, which is mainly dependent on the northern pergunnahs for its supply of this staple, where the rice has been sown the prospects are favorable. In the Sudder Sub-division where a moderate proportion of the land is under rice cultivation, the prospects of the crop are promising.

5. *Shahabad.*—Mr. Alexander, Collector of Shahabad, wrote on the 8th instant to the following effect:—

"From reports received from the Sub-divisional "Officers and from enquiries made in the Sudder "Sub-division, I have ascertained that such land "as is generally sown with this crop, *i. e.*, rice, "has been planted out, and the rain-fall that we "have had up to date has been very favorable for "it, so that the prospects of the crop, judging "of course only from present circumstances, may "be considered good.

6. *Gya.*—The Collector of Gya reports, under date 15th instant, that the prospects of the *sathee* or autumn rice crop which in his district is principally confined to the Pergunnahs of Urwal, Uncha, Dadur, Seris, Kootoomba, Munora, Cherkowan, and Sherghotty are good, as this crop is sown on high lands it has been little affected by the late excessive rain-fall. The Collector, however, adds that "the unceasing down-"pour up to the 13th instant has done a great "deal of injury to the bhadoee and dhan already "sown, especially in those parts of the district "where the ground is low and is likely to remain "under water for some time." He further goes on to state that "should the rains continue to fall as before there is every apprehension of the bhadoee crop being wholly destroyed. I have called for further reports from the Collector, and will intimate the result hereafter."

7. *Patna.*—In Patna there appears to be no autumn rice crop. The Collector reports that the winter rice crop in his district will be sown shortly and will not be reaped until December. The outturn of this crop, he states, depends entirely on the sufficiency of the last falls of rain which usually occur in October, and it is not until then that any approximate guess as to the outturn can be made.

8. Since writing this report I have received a letter from the Sub-divisional Officer of Aurungabad, dated 15th instant, in which he says that the autumn rice "prospects are universally reported to be good," but that the Darogah of Ruffeegunge in his petition considers "that the recent incessant fall of rain has somewhat injured the crops in that neighbourhood."

9. I have this moment had another letter from the Collector of Gya, who writes as follows:—

"The rain fall up to 20th June was a fair average and just sufficient for agricultural purposes, and this favorable circumstance led the people generally to conclude that the result would be a good harvest of the bhadoee. The cultivators were then busily engaged in sowing the ground with *sathee, mukai*, murooah, and other seeds. But unfortunately from the 26th June up to the 13th instant there was a heavy and continuous downpour in almost all parts of this district, and this has caused some injury to the mukai and murooah already in the ground, and precluded many from sowing their land from fear lest the seed would rot by remaining too long under water, hence some parts of the district have remained unsown. When on the 14th July the rains ceased, the season for sowing sathee and other crops was already too far advanced."

"Making every allowance for the above evils, however, I am still led to hope that should the weather henceforth continue favorable there is no apprehension of famine or severe distress in this district during the year 1867-68." This account is not encouraging, but we are now having fine open weather with good drying winds, and this may do much to bring round the plants which have apparently been suffering from want of sunshine. Native gentlemen who have called on me lately assure me that where the bhadoee crops have begun to look a little sickly they will speedily recover if the present weather lasts. I am to-day issuing a

circular to all Collectors to report on the 1st and 15th of each month on the prospects of their crops. This will enable me to keep the Board fully informed on the subject.

From H. L. DAMPIER, ESQ., Officiating Secretary to the Government of Bengal, to the Secretary to the Board of Revenue, Lower Provinces,—(No. 117T., dated Her Majesty's Yacht *Rhotas*, the 31st July 1867.)

I AM directed to acknowledge the receipt of your letter No. 1390M., dated the 24th instant.

2. The Lieutenant-Governor observes that the accounts from the Patna Division of the state of the crops are not so re-assuring as those received from the Burdwan Division, nor is the tone of the reports so confident. The Lieutenant-Governor will anxiously look for further reports.

CHOTA NAGPORE DIVISION.

From COLONEL E. T. DALTON, Commissioner of Chota Nagpore, to T. B. LANE, ESQ., Secretary to the Board of Revenue, Lower Provinces,—(No. 1630, dated the 15th July 1867.)

WITH reference to your letters Nos. 1058M. of the 4th and 1159 of the 21st ultimo, I have the honor to submit the substances of reports by the Deputy Commissioners in this Division on the prospects of the autumn harvest and rain-fall:—

2. *Lohardaggah, Mr. H. L. Oliphant.*—Under date 15th July, the Deputy Commissioner of Lohardaggah states, that from the information supplied from all parts of the district under him, he considers there is every reason to anticipate an abundant harvest. The weather hitherto has been seasonable, and the rain-fall sufficient, and there is every prospect at present of a full 16 anna crop being reaped.

3. Under date 11th instant, the Assistant Commissioner in charge of Palamow reports the agricultural prospects of the Sub-division to be most satisfactory. There has been abundance of rain, a little too much for the bhadoee crop, which requires an alternation of sun, but as there was a promise of such weather as was required, a full fine harvest of autumn crop was expected. The area sown with rice is said to be much larger than last year.

4. The rain-fall up to end of June, or for first six months of 1867, is reported to be 12 inches 6½ degrees, or up to 20th June 10 inches 6½ degrees. I have no register for the preceding year to compare with, but judging from the quantity of water now in the tanks, I do not consider we have had our full complement. However, owing to the favorable appearance of the crops the tendency of prices is downward.

5. *Hazareebaugh.*—Major Boddam, under date 14th June, says, "at present the prospects of the autumn rice harvest are very favorable, the rain having fallen seasonably and in sufficiency and the early sowings looking strong and healthy." Under date 5th July, he again says, "the crops on the ground are looking extremely well, and as far as human foresight can go there is every prospect of an abundant harvest, and though the price of grain still rules very high there are no signs of distress in any part of the district."

6. By a letter received this day, dated the 11th, it appears that a less cheering report had been received from Serampore, an estate to the North of Parisnath, but particulars are wanting.

7. The total rain-fall for the first six months of the year is returned at 15 inches 1 degree, up to 20th at 8 inches 2 degrees.

8. *Maunbhoom.*—The information called for regarding the crops from Maunbhoom was embodied in a report from the Deputy Commissioner, dated the 3rd, which I submitted to the Board with my letter No. 1556, dated 5th instant.

9. Captain Money says the only crop that is likely to fail is the Indian corn. Owing to want of rain it was not sown at the usual season, and the young plants that have sprung up from the seed sown later are likely to suffer from too much rain. He fears there will be little Indian corn, but all the other crops promise so well that their abundance will, he thinks, make up for its failure.

10. The "gondlee," a millet, and other early crops, and the goradhan where sown, promise exceedingly well. He hears that in some parts more than the usual amount of autumn crop has been planted, and there is every prospect that this year all the arable lands will be brought under cultivation.

11. The Medical Officer reports his rain gauge imperfect. The rain registered up to the end of June is for April inches ¾, May 2¼, June 6¼=total 9¾.

12. The prices of rice continue below the prices, of the other districts, and Captain Money has had no difficulty in obtaining all he required for relief operations.

13. *Singbhoom.*—The Deputy Commissioner of Singbhoom has as yet only replied to our requisition of the 4th June. He has gone to Dhulbhoom and will no doubt report thence. Writing on the 2nd July he says "the prospects of the early harvest in the Singbhoom District are very good indeed." I hear that usually large area has been brought under cultivation.

I have received no report of rain-fall from this district.

P. S.—Since writing the above, I received Dr. Hayes' report of the 13th instant, in which he states, from personal observation, I consider every thing very favorable indeed; the young paddy is first rate, the fall of rain has been ample, and no apprehensions exist of any scarcity.

From H. L. DAMPIER, ESQ., Officiating Secretary to the Government of Bengal, to the Secretary to the Board of Revenue, Lower Provinces,—(No. 118T., dated Her Majesty's Yacht *Rhotas*, the 31st July 1867.)

I AM directed to acknowledge the receipt of your letter No. 1385, dated the 24th instant, and in reply to state that the Lieutenant-Governor observes with satisfaction that the prospects of the crops in the districts of the Chota Nagpore Division are most favorable.

Report of the Special Famine Commissioner.

From A. B. SHEKLETON, ESQ., Secretary to the Orissa Famine and Orphan Relief Committee, to H. L. HARRISON, ESQ., Junior Secretary to the Government of Bengal,—(No. 113, dated the 25th July 1867.)

I AM directed to forward, for the information of His Honor the Lieutenant-Governor, the accompanying copy of a letter No. 919, dated the 19th instant, and annexed report, received from the Special Famine Commissioner, detailing relief operations up to that date.

From E. W. MOLONY, ESQ., Special Famine Commissioner, to A. B. SHEKLETON, ESQ., Secretary, Orissa Famine and Orphan Relief Committee, Calcutta,—(No. 919, dated the 19th July 1867.)

I HAVE the honor to forward herewith a report to date on the relief operations for the information of the Committee. I am of opinion that the state of the country generally is good, or better than could have been expected. It is certain that had it not been for the large importations and extensive relief operations which have been carried on, there would have been a very great amount of misery and starvation.

I shall send in time for the next meeting some figured statements shewing the operation of relief measures to as late a date as I can furnish them.

CUTTACK.

The demand for rice still continues very great in the whole of the distressed tracts. The Committee's sales to the public and to light laborers are not less than from 400 to 500 bags a day, and the Government sales, during June, came to upwards of 12,500 bags.

2. The house to house relief has increased the quantity given away gratuitously, and has also tended to keep down the numbers at the centres, which have not materially increased, as was supposed would have been the case.

3. On the occurrence of the first rise in the rivers, which took place at the end of June, a considerable quantity of rice was despatched to Kendoopatna, Poubhans, and other places, and Juggutsingpore has also been supplied since my last report. Generally the stocks have been maintained so as to prevent any serious inconvenience, and better than was to be expected, considering the large call on account of sales.

4. The Government rate of sale has been reduced for clean rice to Rupees 2-8 per maund in the most distressed parts, which will have the effect of reducing the demand at some of our depôts where the rates were lower than the Government ones. This order will take effect from the 20th instant.

5. Mr. Kirkwood has been in the interior since last report, and has made many judicious arrangements. Amongst others the sending of rice to the markets of Govindpore in Hattimundah, Bolepara in Coojung, Attabaul in Ootikun, and Casepoor near Patamoondy, for sale on the market days.

6. Several extra Inspectors have been appointed to extend the house to house relief which is required in Aul, and portions of Teekun and Ootikun. It is now being carried out in the first-mentioned place, and will, when finished there, be commenced in the last as far as possible. North of the Kursooa no relief of this kind will, it is believed, be required, or west of Aul. Baboos Juggut Chunder Gangooly and Hurry Nath Chatterjee have made considerable progress in their distributions in Kunika and Coojung, and I believe that Baboo Hurrokally Mookerjee will very quickly finish the Pergunnahs of Daogong and Kataye allotted to him. In the former Pergunnah the state of the habitations is particularly bad, and an endeavour is being made, by sending coolies to cut and bring thatching grass from a distance, to improve them in some measure. There is no thatching material to be had near at hand. It is satisfactory to hear that in many instances in which assistance in money has been given, a portion of it has been expended in repairing the roofs of the houses. This is reported to be the case near Rohama and in Pergunnah Sooang.

7. As regards the state of the crops there is every reason to hope that the season may prove a good one, and as far as it has gone it has been very favorable. The prospects as regards extent of cultivation in Aul and Coojung in particular are bad.

In other distressed parts, too, there will be a deficiency in the cultivated area, but with the reduced population, and with an average crop, there should be plenty of food after the harvest. Some rice about Hunsooa has been already cut, but it is a very small quantity. There is a good deal of very early *beallee* about Oolabar, which will be cut during next month, and promises well. The reports from the Judpoor and Bargong side are favorable, and no more extended measures of relief are necessary there.

8. The light labor rates have been raised to Rupees 5-3-4 per 1,000 cubic feet for the rains; this was needed to compensate for the number of days that work could not be carried on. Camps will be kept open in Aul, at Ultong near Rohama, and at two or more places on the Kendraparah Canal. It is hoped that the Public Works Department will be able to keep work open, and the Superintending Engineer has issued orders that as long as there is work to be done, and the people will come to work at it, they shall receive employment at the highest sanctioned rates. In anticipation of the final closing of the centres, it is of the utmost importance that all who can be kept out of them now should be, and any money spent in employing them at present, even though it may be equal to what it would cost to feed them gratuitously, is well laid out. I hope the canal work, at all events, which consists in widening it down to the water level, will be open all the rains. In Aul, the dressing of the slopes, and turfing of the banks, will give employment for some time.

Cotton and weaving relief are still very extensively carried on, and large numbers are supported thereby, who would otherwise become inmates of the chutter or recipients of gratuitous relief outside. It will be introduced on a limited scale into the centres for those who it may be necessary to shelter in the rains, and who are capable of light work.

It is unfortunate at the present time when every article of consumption is so expensive that salt should also be so scarce in the north-east of the district as to be procured with difficulty. There are no Government stores of salt now, I believe, in the Cuttack District, and it is only in the south-east of the district that any has been manufactured by private enterprise, and there to no great extent.

9. The price of rice in the Cuttack market fell on the first rise of the river to 10 and 10½ Cuttack seers per rupee; but rose again owing to some considerable purchasers entering the market. It stands today at 9½ on the river bank.

10. Importation by pack-bullocks still goes on through the town to the interior, and I am informed that a considerable number of bullocks laden with *bajra* have been seen going eastwards on the Kendraparah road.

11. I have had no unfavorable reports of mortality at present, and I do not believe that

there has been much as yet. The present is a most critical time, specially for those who have hitherto been earning a livelihood by earthwork, and distress is increasing, and doubtless will continue to do so during the next two months.

BALASORE.

The accounts from the Bhuddruck Sub-Division, for there is no apprehension entertained for the northern part of the district, are encouraging. Every Officer, who has more lately been out, speaks in hopeful terms of the prospects. Sales at reduced rates have, under the Committee's instructions, been ordered at Mutoh, and in all shops in Killa Kunika.

2. The Koloh depôt had been completed, and the stocks of the Committee, at the end of June, were quite sufficient, amounting to an average of 586 bags at each depôt in the distressed tracts: arrangements have been made for small boats to convey rice during inundation to isolated villages.

3. Sales were nominal at Bhuddruck and Basoodebpore. At Mutoh they averaged less than 5 bags a day for the second fortnight of June, and at Kothar 17 for the same period. It is clear the mass of the people must have some supplies, or that they must procure at considerably below the Government rate. The prices by the last reports have a tendency to fall, and the numbers at the relief centres are reported as on the decrease rather than on the increase. A Deputy Collector is now holding a special enquiry into the state of the country about Mutoh, with reference to the necessity of village relief being undertaken. As far as present information goes it will not be required.

4. There is nothing new to report as regards light labor or cotton relief, except that the gangs will not be employed on the Ankoorah sea bund. The numbers in the gangs have been considerably reduced by the late drafting into the regular works which has taken place.

POOREE.

There has been no great demand for rice from the Government or relief depôts to date. The sales at our depôts for the last fortnight of June were almost entirely confined to those on the eastern and northern side of the district. In all they are not more than 50 to 60 per day. I have no fear of the stocks running short. The price of rice at Pooree has lately gone down. The crops are generally reported on favorably. The portions of the district in which house to house relief was undertaken have been, I believe, finished by this time. The tickets issued number over 3,000. There has been no marked increase in the distress, while some parts are reported to have materially improved. I believe this to have been the case in the Chilka Pergunnahs where probably the number of centres will be gradually decreased. In the Khoordah Sub-division the centres of Banpoor and Soonakhalla have been closed, and sale golahs and cotton relief maintained.

Arrangements have been made with the Public Works Department to superintend the light labor on the Ganjam Road. The gang at Pooree have been working satisfactorily since the new arrangements for the mangement of the centre, which is now under the personal charge of Mr. Toynbee. The great proportion of the gang have been drafted to the regular works, and have been earning a sufficiency. If work can be found for them all the rains, I hope that they will require no further assistance. On days that work cannot go on outside, the light laborers are employed at task work, twisting coir rope under shelter. The cotton and weaving relief are still maintained.

There is no general sickness or mortality at present.

Mr. Ravenshaw has interested himself in the formation of two villages for paupers on the Khoordah estate which are now ready. Paupers will be selected from the centres and settled in these villages, and will receive rations from the relief until they can reap the crop. A great deal of money has been expended from the funds of the estate in the establishment of these villages.

From H. L. DAMPIER, ESQ., Officiating Secretary to the Government of Bengal, to the Secretary to the Orissa Famine and Orphan Relief Committee,—(No. 119T., dated Her Majesty's Yacht *Rhotas*, the 31st July 1867.)

I AM directed to acknowledge the receipt of your letter No. 113, dated the 25th instant, forwarding copy of a report from the Special Famine Commissioner of Cuttack, on the subject of the relief operations in that Division up to the 19th instant, and in reply to state, for the information of the Committee, that the subject of the short supply of salt is receiving the Lieutenant-Governor's attention.

Minute on Major Lees' Memorandum on Assam.

1. A COPY of this Memorandum has been sent to Colonel Hopkinson, the Commissioner of Assam, for such remarks as he may have to offer upon it; but as his reply has not been received up to this date, it may be as well that I should leave on record, for the information of the Government, such observations as have occurred to me in anticipation of the Commissioner's remarks.

2. The historical part of Major Lees' Narrative, relating to the period antecedent to the British occupation of the Province, calls for no remark: and so much of it as is personal to Major Lees has already formed the subject of a correspondence with the Government of India, and need not be further alluded to.

3. Paragraphs 3 to 5 treat of the voyage to Assam; and the only particular complaint which Major Lees has to make in this respect, is as to the length of time it takes to reach Gowhatty. This is no doubt a great and serious inconvenience both to the Government and to the public: but it is owing to natural causes for which, as I have shewn in a recent letter from the Public Works Department, the only effectual remedy is the construction of a Railway. The up-stream navigation of such a river as the Berhampooter, even by powerful steamers, is necessarily tedious.

4. In paragraph 9, Major Lees refers to the want of accurate statistics, and observes that Assam has never been surveyed, or its people numbered. As to the survey, Major Lees is not quite accurate. Most of the districts were surveyed some years ago, so far as to shew the area and boundaries of the districts themselves, and of the recognized revenue divisions as then existing. During the past few years, not only have separate establishments been entertained for the demarcation and survey of the waste lands, but the operations of the regular revenue survey parties have,

on the completion of the Bengal surveys, been extended to Assam, and are now being rapidly prosecuted to completion.

5. In paragraph 12, Major Lees discusses the character of the Assamese, whom he describes as at present "a weak, degenerate race, as indolent as they are lazy, and, under the mild, or, as they no doubt consider it, the weak, rule by which they are now governed, as insolent as they are indolent." By describing the Valley of Assam as at one time prosperous and flourishing, well populated and covered with roads, tanks, and embankments, and by comparing this state of the Valley with its present condition, Major Lees apparently desires to convey the impression that the state of prosperity, which he describes existed immediately antecedent to our occupation of the country, and that its present backward condition, is the result of that occupation. This, too, he seemingly implies, is the reason why the Assamese are the degenerate and indolent race he describes them to be.

6. It is undoubtedly true that the Assamese as a race have not much energy of character, but they are certainly less indolent than they have the discredit of being. The popular misconception on this point arises from the fact that the Assamese proper, as distinguished from the Cachari population, have never cared much to take service as day laborers, preferring the more independent occupation of cultivating their land on their own account; and it has always been the settled policy of the local administration,—a policy approved of by successive Governments,—to offer great facilities to the people to follow this occupation by the very moderate rate of assessment on the land. As a rule, even those who take service as laborers, whether they be Assamese or Caccharis, have land of their own, or have a share in a family holding, and now their circumstances having much improved owing to the great demand for labor which has arisen of late years, and to the consequent high price of all agricultural produce, their unwillingness to accept such service is greater than ever. While employers of labor not unnaturally attribute this to indolence, this much at least is certain, that the people exert themselves to a degree that enables them to live in a state of comfort probably unknown to the mass of the people in any other part of India, and to expend no less than £1,43,542 per annum on the single luxury of opium. Climatic influences, the oppression they suffered for years during the internal wars in the time of their own Rajas and the hostile occupation of the country by the Burmese, and the excessive use of opium in which they indulged when the cultivation of the poppy was free and unrestricted, have combined no doubt to produce an injurious effect on the industrial character of the people, but the indolence and insolence which Major Lees attributes to the Assamese are to be ascribed chiefly to the comfortable circumstances in which they live, and to the independence which leads them to prefer the cultivation of their own lands to hired service either on the tea plantations or elsewhere. Major Lees, indeed, would almost seem to regret that slavery had been abolished in Assam, and to advocate a system of forced labor and the imposition of rates of land assessment that would compel the poorer peasantry to seek other employment for their labour: but on this point argument is useless.

7. Major Lees goes on to observe as follows:—

"Time was when the Valley of Assam, if not densely populated contained a fair proportion of the human race, but those days are gone. For miles have I travelled through immense grass jungle 10 to 20 feet high, which was once covered with cultivation, and where every now and then the old villager whom I employed as a guide pointed to me the site of some village, no traces of which was left to mark former existence of man."

A little further on in a similar strain he deplores the loss in Assam of the virtues of honesty and truthfulness, whether from contact with neighbours or from contamination from intercourse with our Courts of Justice. Here, again, it is implied that the depopulation and retrogression of Assam has resulted from our occupation of the country; and, indeed, in paragraph 60, Major Lees plainly asserts that the Province has relapsed "into a primative state of jungle," owing to the forced labour system having been too hastily abolished by us in 1832. But fortunately another part of the Memorandum supplies a complete refutation of these inferences. After describing the anarchy and confusion caused by the internal wars of the Assam Rajas, Major Lees says in paragraph 38:—"In the interval, and in their retreat, the Burmese committed extreme excesses: not content with ravaging and pillaging the surrounding country, and exacting heavy contributions from the people; nay, not content with mercilessly massacreing the weak and helpless Assamese in great numbers, they mutilated their dead bodies, seizing and driving before them into slavery (according to nominal returns made to Mr. Scott, the Governor General's Agent,) not less than 30,000 able bodied laborers, or all they could lay their ruthless hands upon, leaving the country behind them little better than a waste, and the remnant of the population they had spared, in a state of helpless prostration." And again in paragraph 40:—"During the anarchy and mis-rule which followed the withdrawal of British force from Assam in 1194, partly through the vain struggles of the Assamese to free themselves from the oppression of their Burmese allies, and partly through famines, the result of this state of things, the District of Luckimpore was almost wholly depopulated, and other districts suffered more or less severely from the same cause. "The small remnant of the population," to use the words of General Jenkins, "had been so harassed and oppressed by the long civil and internal wars that had followed the accession of Raja Gourinath Sing in 1780 down to 1826, that they had almost given up cultivation, and lived on jungle roots and plants, and famine and pestilence carried off thousands that had escaped the sword and captivity. All men of rank, the heads of the great Ahom and priestly families, had retired to one district, Gowalparah, having, with little exception, lost the whole of their property. With the nobility and gentry retired a vast body of the lower classes; the former mostly returned to Assam after our occupation, but large numbers of the latter never returned, and their descendants form still a large part of the population of the Hubbraghat and Koontaghat." I further desired to trace to their origin the true causes of many of the unsatisfactory circumstances of the present state of Assam, the general scantiness of the population, its extremely unequal distribution, and the enormous extent of rich and productive land which lies waste and uncultivated."

8. After such a state of things it would have been marvellous if the country retained no traces of the spoliation, depopulation, and oppression of the years preceding our occupation of the country; and, so far from its present condition being a matter for regret and reproach, it is rather a matter of congratulation that, in spite of all the drawbacks resulting from its previous condition, as well as from its inaccessibility, its bad climate, the sparseness of its population, and the turbulent and savage character of the hill tribes by which it is surrounded, the country has prospered and progressed as much as it has.

9. In describing our relations with the wild tribes around Assam, Major Lees has made no allusion to the measures taken during the last few years to place these relations on a more satisfactory footing The subject is one which has received close attention, and has formed the subject of repeated despatches to the Government of India. The object, generally, has been to substitute for a system of exclusion and retaliation, under which the tribes were kept in a constant state of irritation and chronic hostility, a more conciliatory policy whereby the Chiefs of each tribe have been induced to enter into agreements for the preservation of the peace in the frontier, in consideration of an annual Police allowance. Wherever this policy has been carried out, it has been completely successful.

10. The first engagement with the Abors was made in 1862, and the last of their raids was in 1861. Under this engagement the Meyong Abors recognized the sovereignty of the British Government up to the foot of their hills, and agreed to abstain from hostile attacks on British subjects. On our part we agreed to give a small sum of money to the Chief, on condition of their keeping the peace of the frontier, preventing the people from committing outrages, and giving up offenders. A similar agreement was subsequently entered into with the other Abor tribes (Kabang, Membo, &c.,) and these engagements have been hitherto faithfully observed. The twelve Bor Abor Tribes, who for some time declined to enter into any engagement and held aloof from us, attended on the last occasion of the Deputy Commissioner holding his annual meeting with these tribes in 1866, and entered into similar engagements.

11. In the case of the Angamee Nagas, where owing to the absence of responsible Chiefs, no such arrangement was possible, it has been determined to place their country under the administration of a British Officer; and a similar course has been pursued in respect to the Garrows. The Cossyahs of the Jynteah Hills, who rebelled in 1860 and 1862, have been thoroughly subdued and pacified, and are now prosperous and contented. The only tribe of any consequence in our immediate neighbourhood with whom some sort of relation has not yet been established, is that of the Mulikattah Mishmees, on the extreme North-East Frontier beyond the outpost of Suddya. They lately made a raid upon a British Kamptee village, but were driven back. The villages on this frontier have been armed, and endeavors are being made to induce these Mishmees to enter into engagements, similar to those which have been concluded with the other tribes in that neighbourhood.

12. It will appear from this that the subject of our relation with the frontier tribes has received very much more attention from Government than Major Lees supposes, and that their position is, in point of fact, very different from what he represents it to be.

13. Commencing at paragraph 42, Major Lees proceeds to discuss the system of land revenue introduced into Assam on its coming into British occupation. He considers that some of the measures which were then introduced "though no doubt honestly intended for the regeneration of the people, and though some of them may probably be considered unavoidable under British rule, were not calculated, unless carried out very gradually and with great caution, to confer any immediate benefit on a Province in the condition of Assam, but rather to retard its progress. The particular measures to which he takes exception, are "the collection of the revenue entirely in cash, "the sequestration of Paiks or unpaid laborers, "and the emancipation of slaves, and the abandon-"ment of the right of Government to exact "personal servitude in lieu of revenue in favor of "the principle of perfectly free labor."

14. Practically, the scope of Major Lees' remarks, not only here but generally throughout his Memorandum, is in deprecation of the abolition of slavery in Assam; and the inference to be drawn from his arguments clearly is that a system based on the principle of forced labor should be re-introduced into the Province for the benefit of employers. It can hardly be expected that the Government should seriously discuss such a proposal.

15. In paragraphs 44 to 53, Major Lees notices the so-called defects of the existing revenue system in Assam, and proposes that the rates of assessment should be increased. This subject has occupied the attention of the Government and my views, as well as those of my predecessors, have been reported to the Government of India.

The following is an extract from the Secretary's letter No. 863, dated the 15th August 1861:—

"I am directed to submit, for the consideration and orders of the Government of India, the accompanying copy of correspondence relating to a proposal for increasing the land tax in the Province of Assam. The proposal, it will be perceived, emanated with the present Commissioner, Captain Hopkinson, who was of opinion that the land tax in Assam should be increased to double the present rate, and the excess so obtained devoted to the construction of works of public utility in that Province. The Board of Revenue who were consulted on the subject, and whose report is annexed, do not consider it expedient that the tax should be doubled, or that an alteration should be made in the rate of assessment of every description of land. They state that the subject of an increase to the rates of assessment had been for sometime under their consideration on certain propositions submitted by Colonel Jenkins, the late Commissioner; and in concurrence with the views expressed by that Officer, they are of opinion that the rate of assessment on lands other than what is generally called Rooput, *i. e.*, land on which rice is grown, may safely be increased. They accordingly propose that the rates on the lands appropriated to the growth of linseed and mustard be raised generally from 1 rupee to 1 rupee 2 annas in Nowgong and Durrung, and from 14 annas in Seebsaugor and 12 annas in Luckimpore to 1 rupee per poorah; the rates in Kamroop remaining unaltered, pending the ten years' settlement under which that District is now held The change is estimated by the Board to yield an annual increase of Rupees 28,781, exclusive of Rupees 12,000, the expected increase on the Kamroop settlements.

"With regard to the question of constructing roads and other works of public utility, the Board propose to apply to it the principle of the order communicated in Mr. Under-Secretary Chapman's letter No. 1142, dated the 4th June 1859, sanctioning the appropriation of 3 per cent. on the collection to purposes of local improvement.

"The Lieutenant-Governor entirely agrees in the views of the Board as expressed in their report now submitted;

and with regard to the Despatch from the Secretary of State referred to, and marginally quoted, on the 20th paragraph of the said report, he forwards the proposals made for the orders of the Secretary of State."

16. The subject was raised again in Brigadier-General Tombs' letter dated 24th April 1865, and was referred to this Government for consideration with the letter from the Home Department, No. 690, dated 25th May following, which remarked on it as follows: "With reference to the remarks made by Brigadier-General Tombs regarding the taxes laid on the people of the Province, it is not known to the Government of India whether the land assessment is in reality so extremely light as it is described to be, and how long the leases have to run. It is believed, however, that the tax is light, though it was increased somewhat in 1862. In other branches of taxation, the Governor General in Council observes that, within the last ten years, stamps have been introduced into the Province, and that the production of opium has been entirely prohibited; so that from the latter source there is now realized a net revenue, it is believed, of about six lacs of Rupees, where before there was nothing. His Excellency in Council is not impressed with the force of the suggestions made by Brigadier-General Tombs on these points, but he would be glad to be made acquainted with the opinion of the Lieutenant-Governor."

17. The following extract from the Secretary's letter, No. 868T., dated 13th July 1865, explains [illegible] it was considered undesirable to adopt the [illegible] 37 [illegible]dier-General's suggestions:—"The pro[illegible]he c[illegible]on of Brigadier-General Tombs to raise what [illegible]heir [illegible]ls the land tax from 5 annas a beegah to [illegible]f th[illegible]ee 8 annas a beegah, and his assumption [illegible] to the present low rate of assessment is to [illegible]en[illegible]ributed the alleged insolence of the Assamese [illegible] fo[illegible]ds their rulers, and their unwillingness to [illegible]urch[illegible]or to sell their produce even at a fabulously [illegible]nd t[illegible]erative rate, agrees very much in principle [illegible]tly [illegible]What has been proposed before by the present [illegible]C[illegible]the[illegible]issioner of Assam, but has not been accepted [illegible]pe[illegible] * Government. Now, in Gowalparah, which [illegible]d [illegible]manently-settled district, and where the [illegible]lands [illegible]s being entirely in the hands of the zemin[illegible]ct[illegible], the Government has no control over the rents paid by the ryots, the difficulty of obtaining labor is as great as in any other part of Assam, and indeed greater than in most parts. There has been no perceptible extension of cultivation or increase of population there for many years; the jungle has not receded; and in a recent report Colonel Hopkinson attributed the general backward state of the district, as compared with the rest of Assam, to the withering influence of the permanent settlement. It is not supposed, however, that the zemindars have been backward in raising the rents of the ryots, and indeed it is generally believed that much of the agricultural prosperity and improvement in the neighbouring district of Kamroop is owing to the immigration of ryots, not only from Gowalparah itself, but from Rungpore and other districts of Bengal: the temptation being the comparatively low rates of assessment that prevail in Kamroop, and the freedom from zemindaree extortion. A case was recently brought to the notice of the Government, in which an attempt was made to raise the rents of the ryots on an estate in Gowalparah under the management of the Court of Wards; but this attempt resulted only in the migration of most of the ryots and consequent injury to the estate."

"In 1862, the rates of assessment throughout Assam, except in Kamroop, were increased by about 25 per cent., and they are now as follows:—

	Rice land per beegah.	*Other land.*
Kamroop ...	6	4½
Durrung ..	5½	4½
Nowgong ...	5½	4½
Seebsaugor ..	5	4½
Luckimpore ...	5	4

The land revenue of these five districts, during the four years ending with April 1865, has been as follows:—

1861-62 ..	8,76,650	Rs.
1862-63 ...	9,08,431	„
1863-64 ...	9,79,180	„
1864-65 ...	10,15,402	„

and the increase will no doubt go on steadily as leases fall in and near lands are brought into cultivation. There is no doubt that most of the lands will bear a higher assessment, and the Lieutenant-Governor has recently been in correspondence with the Board with a view to the adoption of varying rates according to the capability of the soil, instead of the uniform rate for whole districts which has hitherto prevailed. Steps have also been taken for the survey of the Province and for a more regular settlement of the land revenue than has yet been made. But the Lieutenant-Governor does not advocate even a general doubling of the assessment as proposed by Colonel Hopkinson in 1862, nor does he believe that such an enhancement, even though the land might bear it, could be suddenly introduced without bringing great distress on the agricultural population, and checking that advance of cultivation which it has been the policy of the Government to encourage as much as possible. The Lieutenant-Governor would desire to draw the attention of the Government of India to the remarks of the late Commissioner, Major-General Jenkins, on this subject, as quoted in the Board's letter No. 494, dated the 16th July 1861, submitted with my predecessor's letter No. 863A., dated 15th August of the same year, and to the opinion of Sir John Peter Grant as expressed in paragraph 5 of that letter. The views of these distinguished and experienced Civil Officers are perhaps entitled to as much weight as those of Brigadier-General Tombs, who, after being two months in Assam, during which his time was no doubt a good deal taken up with military affairs, and without travelling anywhere except along the road which leads from Gowhatty to Dewangari and back again, has come to the conclusion that the Province has been spoiled by being taxed too lightly. Brigadier-General Tombs is assured that, if the assessment were raised to five or even six-fold its present rate, the ryots would still be far better off than those of the North-Western Provinces. Now, the rate of assessment in Assam is on an average a little more than a rupee an acre (the beegah consisting of 1,600 square yards only), and the Lieutenant-Governor has great doubts whether in any district in the North-Western Provinces the ryots are assessed at anything like an average of 5 or 6 Rupees an acre; but assuming that Brigadier-General Tombs is right, it by no means

Stations.	August.	Hour.	Barometer reduced to 32°.	Thermometer. Dry.	Thermometer. Wet.	Wind. Direction.	Wind. Velocity.	Rain.	Weather.
			Inches.	⊖	⊖			Inches.	
Benares.	12th	10	29·368	90	83	E	...	...	Cumuli.
		16	29·259	93	85	E	...	...	Ditto.
	13th	10	29·378	89	81	E	...	...	Ditto Wind strong.
		16	29·285	92	82	E	...	...	Ditto ditto.
	14th	10	29·370	88	79	E	...	...	Ditto ditto.
		16	29·353	91	80	E	...	...	Ditto. Cirro cumuli ditto.
	15th	10	29·294	86	78	E	...	...	Ditto. Wind strong.
		16	29·307	...	...	.....	...	...	Ditto. Cumulo strati ditto.
	16th	10	29·293	85	79	E	...	0·15	Ditto ditto.
		16	29·330	83	79	E	...	...	Ditto ditto.
	17th	10	29·400	86	80	E	...	0·1	Ditto ditto.
		16	29·320	88	83	E	...	...	Ditto. Wind light.
	18th	10	29·439	90	82	E	...	...	Ditto. Cirri. Wind moderate.
		16	29·348	92	81	E	...	...	Ditto. Cumulo strati, wind light.
Dacca.	15th	9-30	29·514	80	79	E	...	...	Strong wind, sky overcast. S shower last evening and at this morning.
		16	29·397	79	78	S S E	...	0·1	Blowing very heavily since morn Incessant light rain, sky overca
	16th	9-30	29·596	79	78	S	...	4·8	Light wind. Incessant rain s 16-50 yesterday, sky overcast.
		16	29·546	79	78	S S E	...	1·4	Ditto. Sky overcast. Heavy since 14-45.
	17th	9-30	29·596	79	78	S	...	0·3	Moderate wind cloudy. Occasi showers.
		16	29·514	80	79	S S E	...	1·3	Light wind. Sky overcast. Occ sional rain.
	18th	9-30	29·648	82	81	S S E	...	...	Light cloudy and threatening.
		16	29·533	84	83	S	...	...	Ditto clear day.
	19th	9-30	29·586	83	82	S	...	...	Ditto overcast drizzling.
		16	29·451	85	83	S E	...	...	Ditto day fine.
	20th	9-30	29·489	82	81	E N E	...	...	Strong wind threatening.
		16	29·399	82	81	E S E	...	...	Light wind. Sky overcast. Drizzl
	21st	9-30	29·554	80	79	E S E	...	0·6	Moderate wind ditto ditto.
		16	29·459	82	81	S S E	...	...	Ditto. Cloudy.
Darjeeling.	12th	9-30	23·221	70	67	E	Light ...	...	Scattered cumuli. Pleasant morn
		16	23·157	72	65	E	Moderate ...	...	Scattered cumuli and scuds from Pleasant afternoon.
	13th	9-30	23·265	68	65	E	Light ...	0·09	Heavy towards S., scuds from S
		16	23·227	64	63	E	Light ...	0·21	Passing showers between 11 an hours Woolly cumulus toward
	14th	9-30	23·235	[illegible]	[illegible]	...	...	...	Scattered cumuli. Delightful ing.
		16	23·[illegible]65	68	65	S E	Light ...	...	Cumulo stratus. Rather h wards S. W.
	15th	9-30	2·[illegible]65	68	65	S E	Light ...	...	Cumulo stratus. Rather h wards S. W. to-
		16	2·170	61	60	E by S	Moderate ...	0·49	Misty. Drizzling.
	16th	9-30	3·116	62	61	S E	Moderate. ...	0·08	Dense mist. Disagreeable aft
		16	3·183	62	61	E by S	Light ...	1·70	Misty.
	17th	9-30	3·159	61	61	S E	Fresh ...	0·8	Ditto. Disagreeable afternoon.
		16	3·257	64	63	E by S	Light ...	0·78	Rather misty.
	18th	9-30	3·211	68	65	S E	Light ...	...	Misty.
		16	emp3·261	64	63	E by S	Light ...	0·19	Rather misty.
False Point.	4th	9-30	emp3·201	67	67	S S E	Light ...	0·09	Dense mist.
		16	29·610	85	81	S W	...	0·2	Moderate weather.
	5th	9-30	mic29·518	86	82	S W	...	...	Ditto breeze.
		16	29·620	85	82	S W	...	...	Squally weather.
	6th	9-30	mic29·518	86	82	S W	...	...	Moderate breeze.
		16	29·600	85	82	S W	...	0·3	Moderate weather with thunder a lightning.
	7th	9-30	29·501	85	82	S W	...	...	Light winds.
		16	29·571	85	82	W	...	0·1	Ditto weather.
	8th	9-30	29·491	85	81	S W	...	...	Ditto ditto.
		16	29·605	83	81	W	...	...	Ditto ditto.
	9th	9-30	29·523	84	81	W	...	...	Ditto air.
		16	29·635	83	80	S	...	0·2	Ditto weather.
	10th	9-30	29·532	85	81	S W	...	...	Moderate breeze.
		16	29·635	83	81	S	...	...	Light winds.
			29·541	85	82	S W	...	...	Moderate breeze.

BENGAL SECRETARIAT,
The 22nd August 1867.

M. H. ORMSBY, LL. B., C. E.,
Offg. Meteorological Reporter to Govt. of Bengal.

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The Calcutta Gazette.

WEDNESDAY, SEPTEMBER 4, 1867.

ORDERS by the LIEUTENANT-GOVERNOR of BENGAL.

No. 3388.

APPOINTMENTS.

The 25th August 1867.—Mr. R. D. Hime to be Joint-Magistrate and Deputy Collector of Chittagong, but to officiate, until further orders, as Joint Magistrate and Deputy Collector of Bhaugulpore.

The 29th August 1867.—The following gentlemen to be Municipal Commissioners, under Act XXVI. of 1850, for the improvement of the Town of Mymensing, *viz.*:—

Dr. H. O. Wilson.
Syed Abdoollah.
Baboo Gunga Das Gooho.
" Kristo Chunder Dutt.
" Parbutty Churn Roy.

Captain S. A. T. Judge to be District Superintendent of Police, Furreedpore.

Mr. W. L. Owen to be District Superintendent of Police, Backergunge.

Mr. R. H. G. Irvine to be District Superintendent of Police of the Western Dooars.

Major W. R. Gordon to be District Superintendent of Police of Rungpore, but to continue to officiate, until further orders, as Deputy Inspector-General of Police of the First Circle.

Mr. A. D. Larymore to officiate, until further orders, as District Superintendent of Police of Rungpore.

The 31st August 1867.—Mr. F. R. Cockerell to officiate as Commissioner of Revenue and Circuit of the Chittagong Division, during the absence, on leave, of Mr. W. Gordon Young, or until further orders.

Mr. F. B. Simson to officiate as Commissioner of Revenue and Circuit of the Dacca Division, during the absence, on leave, of Mr. C. T. Buckland, or until further orders.

Mr H. Muspratt to officiate as Civil and Sessions Judge of Mymensing.

The 3rd September 1867.—Moonshee Mahomed Jan to be a Municipal Commissioner for the Town of Midnapore, *vice* Moonshee Menajooddeen, deceased.

Major A. H. Paterson to officiate temporarily as Deputy Inspector-General of Police of the Fourth Circle.

Dr. C. M. Russell to be Secretary to the Local Committee of Public Instruction at Gya.

Mr. C. E. C. Merington to be Vice-Chairman of the Municipal Commissioners for the Town of Gya.

Mr. W. E. Ward to be Vice-Chairman of the Municipal Commissioners for the Town of Burdwan.

The following gentlemen to be Members of the Local Committee for the management of the Charitable Dispensary at Pubna, *viz.*:—

Baboo Bisto Chunder Dutt.
Moulvie Ameerooddeen Ahmed.

Baboo Barodakant Bhadoori to be an Assessor, under Act XXI. of 1867, in the Sub-Division of Jenidah, Jessore, *vice* Baboo Shishir Coomar Ghose, and to exercise the powers of a Collector in that Sub-Division for the purposes of the said Act.

Mr. G. G. Morris to officiate temporarily as Superintendent and Remembrancer of Legal Affairs.

LEAVE OF ABSENCE.

The 21st August 1867.—Dr. R. Brown, Civil Assistant Surgeon of Sylhet, for one month, under Section 6 of the Covenanted Service Absentee Rules, from the date on which he may avail himself of the leave.

The 22nd August 1867.—Baboo Shamdhone Mookerjee, Sudder Ameen of the 24-Pergunnahs, for one month, under paragraph 11 of the Uncovenanted Service Absentee Rules, in extension of the leave granted to him under orders of the 5th instant.

The 27th August 1867.—Baboo Kassikant Mookerjee, Inspector of Indigenous Schools, Rajshahye Division, for one month, under paragraph 16 of the Uncovenanted Service Absentee Rules, from the date on which he may avail himself of the leave.

The 28th August 1867.—Lieutenant A. D. Butter, Assistant Revenue Surveyor, in charge of the First Division, Lower Provinces, for fourteen days, under Section 6 of the Covenanted Service Absentee Rules, in extension of the leave granted to him under orders of the 15th June last.

The 30th August 1867.—Captain S. A. T. Judge, District Superintendent of Police, Furreedpore, for three months, on private leave, under the Financial Resolution dated 22nd February 1856, from the 28th May last, or any other date on which he may have availed himself of the leave.

The 31st August 1867.—Lieutenant C. H. Garbett, Assistant Commissioner, Durrung, for one month, on Medical Certificate, under the Financial Resolution dated 22nd February 1856, in extension of the leave granted to him under orders of the 3rd ultimo.

Mr. W. Gordon Young, Commissioner of Chittagong, for one month and twenty-five days, from the 3rd October next, under Section 6 of the Covenanted Service Absentee Rules.

Mr. C. T. Buckland, Commissioner of Dacca, for fourteen days, from the 11th September 1867, to enable him to appear before the Standing Medical Committee in Calcutta.

Mr. A. C. Woodward, Deputy Magistrate and Deputy Collector of Hazareebaugh, for twenty months, under paragraph 11 of the Uncovenanted Service Absentee Rules.

NOTIFICATION.

The 28th August 1867.—Coomar Harendra Krishna, Deputy Magistrate and Deputy Collector of the 24-Pergunnahs, was in charge of the Sealdah Sub-Division from the 10th to the 16th instant.

The 30th August 1867.—Major A. H. Paterson, Deputy Inspector-General of Police, having reported his return to India per Steamship *Mongolia* on the 26th instant, the unexpired portion of the leave granted to him by the Government of India, in the Military Department, is cancelled.

The following Orders issued by the Government of India, in the Home Department, are re-published for general information :—

No. 3655.—*Simla, the 20th August* 1867.—*Appointment.*—The Governor General in Council is pleased to confirm the appointment made by the Hon'ble the Chief Justice of Mr. C. D. Field, as Registrar of the High Court at Fort William in Bengal, in its Appellate Jurisdiction, with effect from the 1st ultimo.

No. 3742.—*The 21st August* 1867.—The following Rules for the submission, receipt, and transmission of memorials and other papers of the same class, addressed to Her Majesty, or to the Secretary of State for India, by private individuals and public Officers of all Civil Departments, are published for general information :—

N. B.—These Rules do not in any way affect or supersede orders issued on the same subject by the Military Authorities for the guidance of the army.

Rules for the submission, receipt, and transmission of Memorials, &c., addressed to Her Majesty's Government by individuals, public Officers, &c., in India.

I.—No memorial will be received or attended to by the Home Government which has not been forwarded through the regular channel of the Governments in India.

II.—Every memorial, &c., addressed to Her Majesty's Secretary of State for India, should be forwarded through the Local Government under which the writer is residing or employed, with the view of affording an opportunity to such Local Government of expressing an opinion, or offering an explanation; and each memorial should invariably be transmitted by the Local Government with a full statement of facts and expression of opinion, to which the Government of India will add such remarks as may be necessary to enable the Home Government to dispose of the case.

III.—Memorials to the Secretary of State from individuals, &c., in the Madras and Bombay Presidencies, should be forwarded direct by those Governments to the Secretary of State, except such memorials as relate to pensions, salaries, gratuities, and leave of absence, which should be forwarded to the Secretary of State through the Government of India in the Financial Department.

IV.—Memorials to the Secretary of State from individuals, &c., in Bengal, the North-Western Provinces, and the Punjab, should be forwarded by the Lieutenant-Governors, with a Special Narrative or explanatory letter to the Government of India in the proper Department reviewing the facts and circumstances of the case, for transmission to the Secretary of State.*

* Appeals by individuals from the orders of Lieutenant-Governors lie, in the first instance, to the Governor General in Council. An appeal to the Secretary of State will lie only in the event of an appeal to the Governor General in Council having been rejected.

V.—Memorials to the Secretary of State from individuals, &c., in the minor Administrations, such as Oudh, the Central Provinces, British Burmah, Berar, Mysore, and Coorg, &c., should be forwarded by the Chief Commissioner, or other Officer charged with the administration of the Province, with a special report on the case, to the Government of India in the proper Department for transmission to the Secretary of State.†

† In these minor Administrations also appeals by individuals from the orders of the Chief Commissioners, &c., lie, in the first instance, to the Governor General in Council, and thereafter to the Secretary of State.

VI.—Memorials addressed directly to Her Majesty should be forwarded through the Local Government or Administration under which the memorialist may be residing, or against whose act he may appeal. The Local Government or Administration will forward such memorials, with [illegible] necessary remarks, to the Government of India in [illegible] per Deparement for submission through Her [illegible]wing Secretary of State to the Queen.

VII.—Every memorial should be accompanied b[illegible] 25th requesting its transmission to the Home Governm[illegible] pub-

VIII.—No limit is fixed as to the time within [illegible] appeal from an act or order of the Government [illegible]. must be preferred to the Home Government.

IX.—Memorials may be transmitted either i[illegible]blic or in print, but must, with all accompanying documen[illegible]ed be properly authenticated by the signature of the Memo[illegible]e list on each sheet.

X.—Memorials, together with their accompanying d[illegible] ments, should be in English. If the accompanying [illegible] ments must necessarily be forwarded in the vernacular English translation should be appended, which shou[illegible] certified as genuine by the signature of the Memorialist.

N. B.—It will be well for the transmitting office examine such translations, and if incorrect or faulty notice the fact in sending on the memorial.

XI.—It is not necessa[illegible] that memorials should be forwarded in duplicate and trip[illegible]cate. The originals will invariably be transmitted to England—a copy being made and retained by the Government in India, if necessary, for record.

XII.—As a general rule, the transmission to England of a memorial duly forwarded through the proper channel will not be delayed by the Governments in India beyond a month after its receipt.

XIII.—The Governments and Administrations in India are vested with discretionary power to withhold the transmission of memorials addressed to Her Majesty, or to the Secretary of State, in the following cases :—

1.—When a memorial is couched in disrespectful or improper language.

2.—When a second memorial is presented after a decision has already been given by the authority to which it is addressed on the subject of it, and no new facts or circumstances are adduced which would afford grounds for a reconsideration of the case.

3.—When a memorial is a mere application for pecuniary assistance by a person manifestly possessing no claim.

4.—When a memorial is an application for employment under one of the Governments in India from a person not belonging to the Covenanted Service.

5. When a memorial is a mere appeal from a judicial decision

6.—When a memorial is illegible or unintelligible.

7.—When a memorial is addressed by a person still in the public service, and has reference to his prospective claim to pension.

XIV.—A list of memorials, the transmission of which may have been withheld under Rule XIII., will be forwarded quarterly to the Secretary of State.

HOME DEPARTMENT; SIMLA, *The 15th August* 1867. } (Sd.) E. C. BAYLEY, *Secy. to the Govt. of India.*

No. 3800.—*The 22nd August* 1867.—The Revd. W. H. Gale, appointed a Junior Chaplain on the Bengal Establishment, reported his arrival on the 10th instant per ship *Golconda*.

Mr. Gale's services are placed at the disposal of the Government of Bengal.

The following Orders issued by the Government of India, in the Military Department, are re-published for general information :—

No. 818.—*Simla, the 20th August* 1867.—With reference to the Government General Orders noted in the margin, the following Despatch from the Right Hon'ble the Secretary of State for India is published for general information :—

No. 36, dated 10th January 1867.
No. 808, dated 26th September 1866.

MILITARY. No. 184. INDIA OFFICE; *London, the 9th July* 1867.

To His Excellency the Right Hon'ble the Governor General of India in Council.

SIR,—*Para.* 1. In Sir Charles Wood's Despatch to the Government of India, No. 467, dated the 31st December [illegible] it was stated that Her Majesty's Government had decided that Colonel's allowance should at once be assigned to the several Staff Corps, in the proportion of one to every thirty [illegible] who had actually joined the Staff Corps.*

*para 12.

2. In Lord Cranborne's Despatch No. 159, dated 5th [illegible] 1866, in which certain measures were authorized with a view to meeting the complaints of Officers of the Indian [illegible]y, the following rule† was laid down :—"All Officers now in the several Staff Corps, and all who may join them under the terms of this Despatch, will be entitled to the Colonel's allowance after twelve years' service in the grade of substantive Lieutenant Colonel, without reference to any fixed establishment of Colonels with Colonel's allowance, the brevet rank of Lieutenant-Colonel attained to under the Regulations published in General Order by your Government, No. 632, dated 4th August 1864, being however considered a substantive rank for this purpose and allowed to count towards the above period."

† para 6, Clause 1, Clause 5.

3. Now that the admission of Officers to the several Staff Corps under the terms of the latter Despatch has terminated, I consider it right that the mode of succession to the Colonel's allowance applicable to Officers joining the Staff Corps subsequent to the date of that Despatch, and not under its conditions, should be repeated and clearly defined.

4. I desire, therefore, that it may be notified to the service that the proper establishment of Colonels with Colonel's allowance, is to be fixed at a strength equal to one in every thirty Officers of the aggregate strength of the corps when brought to its normal condition.

5. On the last Officer succeeding to the Colonel's allowance, who is entitled thereto under clause 5, paragraph 61 of the Despatch of the 8th August 1866 ‡ an establishment of Colonels with Colonel's allowance will be at once fixed in each Presidency, and thenceforward promotion to the allowance will be made in succession to vacancies only.

‡ No. 159.

6. As there can be no doubt of there being at that time a number of Officers in respect of Colonel's allowance considerably in excess of the establishment as then fixed, it will be necessary to take such measures as may then seem expedient for the gradual absorption of supernumeraries

I have, &c.,

(Sd.) STAFFORD H. NORTHCOTE.

No. 821.—The following Despatch from the Right Hon'ble the Secretary of State for India, is published for general information :—

MILITARY. No. 198. INDIA OFFICE, *London, the 16th July* 1867.

To His Excellency the Right Hon'ble the Governor General of India in Council.

SIR,—*Para.* 1. I learn by a letter from the Government of ———, dated 11th April last, No. 94, that Lieutenant ———, of the ———Native Infantry, who entered the service in 1857, and has had leave of absence to the extent of four and a half years, has been granted an ordinary furlough for two years under the new Regulations, being considered entitled to the indulgence under the spirit of the ruling contained in Sir Charles Wood's Despatch dated 8th December 1865, No. 362.*

* Published in G. G. O. No. 102 of 1866.

2. In this Despatch it was stated that absence to Europe on private affairs for six months, and all extensions of such leave granted in this country under special circumstances and without pay, might be permitted to reckon as part of the six years required under Clause 7 of the Furlough Regulations of 1854, to be served after return from leave on medical certificate to entitle an Officer to his furlough on private affairs.

3. This ruling did not apply to the case of Lieutenant ———, because this was not a question of the six years required to elapse between absence beyond sea on medical certificate, and the regular furlough; and if it had been such a question, the admission of the extensions granted to him in England, on medical certificate, would have been irregular.

4. The grant of furlough to Lieutenant ——— has been, therefore, altogether irregular, as that Officer had not served in India the prescribed period of ten years required before he became entitled to such furlough; * * * * * * * *

5. As some of the decisions upon the grant of furlough, on private affairs, appear liable to misconception, I have considered it proper to address your Government upon the subject.

6. Although it may be admitted that there is some degree of ambiguity in the terms of the communications† of the Court of Directors referred to in Sir Charles Wood's Despatch of 8th December 1865, yet it is clear from the correspondence forwarded by your Government on which the decisions of the Court were passed, that they were intended to apply to short furloughs with pay, and therefore to the cases of those Officers only who had earned a right by completing the requisite period of service in India to the grant of a furlough on private affairs, but had chosen to take only a part of such furlough.

† d 23rd January [illegible], para. 8; and 25th [illegible] 1856, No. 56, para. 4.

7. On the other hand, as stated in Sir Charles Wood's Despatch dated 9th February 1863, No. 61,‡ Officers have been allowed under the Regulations of 1796 and 1854, in certain urgent cases, to return to this country on private affairs for short periods without pay, without reference to their length of service. This advantage was extended by that Despatch, and by question and answer No. 121, to Officers of the Staff Corps and others holding staff appointments with the privilege, during six months of their leave, of retaining their appointments.§

‡ Published in G. G. O. No. 17A of 1863.

§ Published in G. G. O. No. 913 of 1861.

8. It should, however, be clearly understood that all Officers, whether holding staff appointments or not, to whom such special leave is granted on their return to duty, are not to be held to be entitled to a furlough with the benefit of furlough pay, until they have completed the full period of service in India prescribed by the Regulations for that advantage.

9. The only exception to the Regulations which has been sanctioned, is that allowed under Sir Charles Wood's Despatch of 8th December 1865, under which absence to Europe on private affairs for six months, and all extensions of such leave granted in this country under special circumstances, and without pay,—short extensions on urgent affairs being alone contemplated,—are permitted to reckon as part of the qualifying period of six years which an Officer is required to serve after return to duty from sick leave, to enable him to avail himself of the ordinary furlough to Europe with pay which the new Furlough Regulations grant, under paragraph 6, to all Officers who may have completed a service in India of ten years, or twenty years as the case may be.

I have, &c.,

(Sd.) STAFFORD H. NORTHCOTE.

No. 829.—*The* 22*nd August* 1867.—The following extracts from the *London Gazettes* of the 21st and 25th June 1867, pages 3476 to 3479 and page 3541, are published for general information :—

"*London Gazette*" *of* 21*st June* 1867, *page* 3476.
India Office, London, 18*th June* 1867.

Her Majesty has been pleased to approve of the following admissions to the Staff Corps by the Governments in India :—

BENGAL STAFF CORPS.

ADMISSIONS.

* * * * *

To be Majors :

* * * * *

"*London Gazette*" *of* 21*st June* 1867, *page* 3477.

* * * * *

Captain (Brevet-Major) Charles Reay, late 32nd Native Infantry. Dated 12th September 1866.

* * * * *

To be Captains :

* * * * *

Captain Arthur Francis, late 68th Native Infantry. Dated 15th May 1859.

* * * * *

Captain Thomas Buttanshaw, late 28th Native Infantry. Dated 12th September 1866.

* * * o *

Captain William Gordon, late 47th Native Infantry. Dated 12th September 1866.

* * * * *

Lieutenant (Brevet-Captain) Edmund Yeamans Walcott, late 57th Native Infantry. Dated 12th September 1866.

* * * * *

"*London Gazette*" *of* 21*st June* 1867, *page* 3478.

* * * * *

To be Lieutenants :

* * * * *

Lieutenant Walter Elliot Rutherfurd, late 28th Native Infantry. Dated 1st November 1859.

* * * * *

The following Order issued by the Government of India, in the Marine Department, is published for general information :—

Notification—Simla, the 22*nd August* 1867.—*No.* 6 *of* 1867.—The term "Transport," under the Regulations of the Admiralty, being only applicable to merchant ships engaged on monthly hire, and therefore when used with reference to the new Troop ships being liable to mislead, it is notified for general information, under instructions from the Right Hon'ble the Secretary of State for India, that the ships employed on the Overland Troop Transport Service, shall be designated *Her Majesty's Indian Troop Ships.*

DECLARATION UNDER SECTION 2, ACT VI. OF 1857.

The 19*th August* 1867.—Whereas it appears to the Lieutenant-Governor of Bengal that land is required to be taken at the public expense, for a public purpose, *viz.*, for a cholera camp at Berhampore, Moorshedabad, it is hereby declared that, for the above purpose, two plots of land, measuring in all 23 beegahs and 2 chittacks, more or less, situate in Mouzahs Bazarpara and Ranjabarri, Pergunnahs Mohalandi and Fattah Sing, respectively, Zillah Moorshedabad, are required. The boundaries of the plots are as follows :—

No. 1.—Mouzah Bazarpara, 6 beegahs, more or less, bounded on the North by lands, the holding of Mutty Chye; on the South by the holdings of Fatooah Chye and Chuton Chye; on the East by the embankment of the River Bhagirutty; and on the West by the holdings of Mutty Chye, Fatooah Chye, and Chuton Chye. This plot measures 100 yards square.

No. 2.—A portion of the village of Rangamath, known by the local name of Rajbaree Dangah, measuring 17 beegahs and 2 chittacks, more or less.

H. L. DAMPIER,
Offg. Secy. to the Govt. of Bengal.

Public Works Department,—Bengal.

ESTABLISHMENTS.

No. 279.

The 27*th August* 1867.

Notification.—The Notification from this Department, No. 240 of the 22nd July 1867, appointing Mr J. Robinson, Assistant Engineer, Second Grade, to officiate as Executive Engineer, Upper Assam Division, is cancelled.

No. 280.

The 2*nd September* 1867.

The following Orders issued by the Government of India, Military Department, are re-published for information :—

No. 812 *of the* 19*th August* 1867.—The undermentioned Officer has reported his departure on the date specified opposite to his name :—

Second Captain S. T. Trevor, of the Royal Engineers, G. G. O. No. 781 of 1867 ...	*Nubia,* 9*th August* 1867

No. 824 *of* 21*st August* 1867.—Under instructions from the Right Hon'ble the Secretary of State for India, the admission to the Staff Corps of * * * * * * * and Lieutenants * * * * G. Nolan, of the Unattached List, published in G. G. O. No. 1090 of 1866, and 34 of 1867, is cancelled.

No. 829 *of the* 22*nd August* 1867.—The following extracts from the *London Gazette* of the 21st and June 1867, pages 3476 to 3479 and page 3541, are published for general information :—

* * * * *

"*London Gazette*" *of* 25*th June* 1867, *page* 3

The undermentioned Officers employed in the Works Department, India, to be placed on the List from the dates of their respective appointments such Department, but they will not be succeeded in the Corps, *viz.* :—

Captain Gustavus Nicolls Kelsall.

* * * * *

Lieutenant William Arthur J. Wallace.

* * * * *

No. 281.

The following Orders issued by the Government of India, Public Works Department, are re-published for information :—

No. 222 *of the* 17*th August* 1867.—The undermentioned passed Students in the Civil Engineering Branch of the Presidency College are appointed to the Public Works Department as Engineer Apprentices, and posted as follows :—

To Bengal.

Baboo Omritololl Roy Chowdry.
" Preonath Banerjee.
" Unnodinath Mookerjee.

* * * * *

No. 226 *of the* 21*st August* 1867.—Lieutenant-Colonel A. Fraser, R. E., C. B., Chief Engineer, Second Class, having reported his return to India, is posted to British Burmah.

Under the orders of the Secretary of State, Lieutenant-Colonel Fraser was employed on special duty in England from the 11th February 1867, the date of the expiration of the twenty months' sick leave granted him by the Government of India.

He will be detained on special duty under the Government of Bengal until further orders.

No. 282.

Notification.—Captain S. T. Trevor, R. E., Executive Engineer, First Grade, who obtained* leave to Europe on Sick Certificate, having left India on the 9th August 1867, will be borne on the list of the Engineer Establishment in Bengal as a Supernumerary in his Grade from that date.

* Bengal Government, Public Works Department Notification No. 266, dated 19th August 1867.

J. DUNDAS, *Lieut., R. E.,*
Asst. Secy. to the Govt. of Bengal,
P. W. D.

ESTABLISHMENTS.

No. 283.

The 2nd September 1867.

Notification.—The Lieutenant-Governor has been pleased to transfer, as a temporary arrangement, the Midnapore, Tumlook, and Hidgellee Divisions, from the Presidency Circle to the charge of the Consulting Engineer for irrigation works in Bengal, who will conduct the duties of those Divisions as Superintending Engineer.

The Consulting Engineer for irrigation works in Bengal assumed charge of those Divisions on the 26th July 1867.

F. H. RUNDALL, *Lieut.-Col., R. E.,*
Joint-Secy. to the Govt. of Bengal,
P. W. D., Irrigation Branch.

No. 2304.

Opium Notification.

NOTICE is hereby given that the Ninth Sale of Opium, the provision of 1865-66, will be held at the Exchange Hall, on Monday, the 9th September 1867, and will comprise 4,000 Chests, viz.:—

		Chests.
Behar Opium	...	2,000
Benares ,,	...	2,000
Total Chests	...	4,000

2. The general conditions of the sale now advertized will be the same as usual: they may be ascertained by reference to the Notification issued on the 1st October 1866, and published in the *Government* and *Exchange Gazettes*, or on application at the Office of the Board of Revenue.

3. The latest dates for deposit and clearance will be the 14th and 24th September respectively, that is to say, no Bank of Bengal Receipts, Government Promissory Notes, or other Public Securities that may be tendered for deposit in redemption of Promissory Notes given by purchasers in the Sale-room, will be received after 4 P. M. of Saturday, the 14th September 1867, and no Bank of Bengal Receipts in full payment of lots will be accepted after 4 P. M. of Tuesday, the 24th September 1867.

4. In addition to the quantity above advertized for sale, the following quantities, more or less, of Behar and Benares Opium will be brought to sale in the present year on or about the dates specified below. The Board, however, reserve to themselves the right of altering these dates, should circumstances render it expedient to do so:—

	Behar about Chests.	Benares about Chests.	Total about Chests.
On or about Wednesday, 16th Oct. 1867.	2,000	2,000	4,000
On or about Monday, 11th Nov. ,,	2,000	2,000	4,000
On or about Friday, 6th Dec. ,,	2,000	2,000	4,000
Total ...	6,000	6,000	12,000

By Order of the Board of Revenue, L. P.,

R. L. MANGLES,
Offg. Junior Secretary.

FORT WILLIAM,
The 6th August 1867.

Ecclesiastical.

THE REVD. WALTER HARRY TRIBE, of Wadham College, Oxford, M. A., Junior Chaplain, has been appointed by the Bishop of Calcutta Surrogate in this Diocese for granting Episcopal Licences of Marriage.

W. H. ABBOTT,
Registrar and Secretary.

CALCUTTA,
The 3rd August 1867.

Revenue Survey Department.

No. 33.

FORTY-FIVE days' privilege leave of absence is granted to Mr. W. A. WILSON, Sub-Assistant Revenue Surveyor of the Second Grade, attached to the 2nd Division, Lower Provinces, from the date on which he may avail himself of the indulgence.

JOHN MACDONALD, *Major,*
Offg. Dy. Surveyor General.

CALCUTTA,
The 20th August 1867.

Education Department.

NOTIFICATION.

GOVERNMENT JUNIOR SCHOLARSHIPS.

In the elections of January 1870, and subsequent years, the Junior Scholarships of the 1st and 2nd Grades and the first 50 Scholarships of the 3rd Grade will be awarded to those Candidates only who pass the Entrance Examination in one of the classical languages* recognized by the University. The last 50 Scholarships of the 3rd Grade may be awarded to Candidates who have not so passed, at the discretion of the Director of Public Instruction.

* These are—
Greek.
Latin.
Sanskrit.
Hebrew.
Arabic.

W. S. ATKINSON,
Director of Public Instruction.

The 20th August 1867.

Notice.

MR. ASSISTANT COLLECTOR J. G. CHARLES has been placed in charge of the Tirhoot Treasury from the 5th instant, and authorized to draw Bills on other Treasuries.

R. P. JENKINS,
Offg. Commissioner.

PATNA COMMR.'S OFFICE,
The 13th August 1867.

Notice.

TENDERS will be received by the undersigned up to noon of the 4th September 1867, for the landing of a quantity of building material, consisting of corrugated iron sheets, girders, &c., expected per Ship *Simla*, a list of which can be seen on application at the Mint.

2. Tenders to state the rate at which the materials will be landed and deposited at the Mint premises, demurrage being borne by the Tenderers.

3. Tenderers to agree to land the whole without delay and to incur all risks consequent on delay in landing.

J. F. SHEKLETON,
Offg. Mint Master.

The 27th August 1867.

Notification.

MR. J. C. PRICE, Covenanted Deputy Collector of Mymensing, has been authorized to be put in charge of the Mymensing Treasury, and to draw Bills on other Treasuries.

C. T. BUCKLAND,
Commissioner.

DACCA,
The 21st August 1867.

Notice.

MR. W. K. CLEMENTSON, Deputy Collector of Sylhet, has been put in charge of the Sylhet Treasury, and authorized to draw Bills on other Treasuries.

C. T. BUCKLAND,
Commissioner.

DACCA,
The 28th August 1867.

Notice.

CERTAIN Effects, the property of late MACKAY, a pensioned Sudder Ameen, who intestate at Barrackpore in November 1866, under the Seal of this Court, and will be delivered to any party entitled to claim the same.

F. L. BEAUFORT,
Judge.

ZILLAH 24-PERGHS.;
Judge's Court,
The 29th August 1867.

Notice.

CERTAIN Effects belonging to the Estate of the late Mr. W. E. LEMONDINE, Inspector of Police, Furreedpore, who died on the 23rd instant, have been placed in the custody of this Court, and will be delivered to any person who may be legally authorized to receive the same.

A. W. RUSSELL,
Magistrate.

FURREEDPORE;
Magte.'s Office,
The 29th August 1867.

Notice.

MR. R. FALCON, Extra Assistant Commissioner, has been placed in charge of the Durrung Treasury, and is authorized to draw Bills on other public Treasuries.

HENRY HOPKINSON,
Commissioner of Assam.

GOWHATTY,
The 12th August 1867.

Notification.

BABOO GOUR DASS BYSACK, Deputy Collector, has been placed in charge of the Maunbhoom Treasury, and authorized to draw Bills on other Treasuries.

E. T. DALTON,
Commissioner of Chota Nagpore.

COMMR.'S OFFICE;
Chota Nagpore,
The 5th August 1867.

Darjeeling Municipality.

THE following additional Bye-Law, No. 64, having been approved of by the Government of Bengal, is published for general information.

Parties concerned having objections to offer to its introduction should at once make the same known to the undersigned.

W. B. D. MORTON,
Dy. Commr. of Darjeeling,
Ex-officio Municipal Chairman.

BYE-LAW.

64. Any person residing within the Municipal limits of Darjeeling, on receiving fifteen days' notice, shall be bound to erect within the private Estate or Bazar belonging to such person a Latrine or Latrines of such description and construction as the Chairman of the Municipality, for the time being, may determine, and in event of non-compliance with such notice, or repetition of notice, such person shall be liable to fine not exceeding Rupees 5 for every such offence; and in such case it shall further be in the power of the Chairman of the Municipality, for the time being, to direct the construction of any such Latrine or Latrines by Municipal laborers, any cost incurred being realized from such person by attachment and sale of his property, if necessary.

W. B. D. MORTON,
Depy. Commissioner.

Notice.

RULES FOR THE TRANSHIPMENT OF GOODS UNDER THE PROVISIONS OF ACT XX. OF 1867.

I. No transhipment of goods under the provisions of Act XX. of 1867 shall be permitted, unless such goods have been specially and distinctly manifested or declared at the time of import by Steamers into Calcutta as for transhipment to any other British Indian or Foreign Port.

II. Applications for transhipment must be made in duplicate to the Chief Officer of Customs, one copy only being stamped as prescribed in Section B., Act XXVI. of 1867, Article 10. The stamped copy will be retained in the Custom House, the other will accompany the goods as the authority for transhipment.

III. An Officer of Customs shall in every case be deputed to superintend the removal of such goods from vessel to vessel, and no goods for which a transhipment pass under Act has been issued shall be removed for transhipment, except in the presence of the Officer of Customs specially deputed to superintend such removal.

IV. Application for the deputation of an Officer of Customs must be made in writing to the Officer in charge of the Custom House: when permission for transhipment has been made for a Foreign Port, such application must be accompanied with a deposit of Rupees 4 to cover the expense of employing a special Officer. A deposit for this purpose is not necessary in transhipments for a Home Port.

V. On all goods entered for transhipment, a uniform fee of 4 annas per package will be charged, whether in the case of goods transhipped to a Home or Foreign Port; but in the latter case, as already provided, there will be the additional charge of Rupees 4 for the services of a Preventive Officer. This fee, it is to be understood, will be uniform, whatever the number of packages.

Published for general information under the authority of Government conveyed through the Board of Revenue.

A. V. PALMER,
Offg. Collr. of Customs.

CALCUTTA;
Custom House,
The 30th July 1867.

Notice

Is hereby given that the rights and interests of Naunkram and Salegram Insanes with regard to 8 pie share out of 2 annas 8 pie of Talook Gadee Simureeah, Pergunnah Chuckye, under the management of the Collector of Monghyr, under Act XXXV. of 1858, (the entire Estate bearing Towjee No. 324, and a Sudder Jumma of Rupees 400-12,) will be sold by public auction at the Collector's Office, Monghyr, on Saturday, the 28th September 1867, corresponding with the 15th Assin 1275 *F. S.*, for satisfaction of debts due by the Estate of the Insanes in accordance with the order of the Judge of Bhaugulpore, dated the 2nd August 1867.

The sale of the above 8 pie will be concluded with the highest bidder.

C. T. METCALFE,
Offg. Collector.

MONGHYR COLLECTORATE,
The 31st August 1867.

RETAIL PRICES OF FOOD AS REPORTED TO THE BOARD OF REVENUE, L. P. DURING THE WEEK ENDING THE 31st AUGUST 1867.

Number of Seers of 80 Tolahs weight retailed for a Rupee.

AT	Date of Return from each District.	Cleaned Rice in Ordinary use.			Pulses in Ordinary use.			Wheat.		Attah.		Janera, Jowar and such Grains.	
		Dearest sort.	Cheapest sort.		Dearest sort.	Cheapest sort.		Ordinary price at this Season.	Present price of cheapest kind.	Ordinary price at this Season.	Present price of cheapest kind.	Ordinary price at this Season.	Present price of cheapest kind.
			Ordinary price at this Season.	Present price.		Ordinary price at this Season.	Present price.						
Districts in which the prices are same or nearly the same.													
Durrung ...	12th Aug. 1867	8	32	11	7	20	11	13	6	8	11	...	...
Luckimpore ...	12th ,,	5	10	9	4	6	6	10	9	4	5	...	...
Nowgong ...	21st ,,	7	12	12	21	16	21	12	10	6	4	...	...
Darjeeling ...	26th ,,	5	8	11	5½	5½	6½	...	...	4	4	16	16
Monghyr ...	26th ,,	13	26	17½	16	30	27	35	21	30	19	40	30
Purneah ...	26th ,,	23	42	25	16	30	30	30	35	20	18	40	33
Deoghur ...	26th ,,	...	30	20	13	20	16	20	16	16	13	...	...
Godda ...	24th ,,	20	29	22½	16	20	30	19	...	16	16	40	35
Nya-Doomka ...	26th ,,	16	35	20	12	20	16	25	14	16	10	50	24
Pakour ...	25th ,,	16	27	22½	18	26	20	26	24	22	18	...	...
Rajmehal ...	19th ,,	13	27	20	10	25	22	32	28	22	20	39	40
Howrah ...	26th ,,	15	26	19	15	19	19	12	15	12	8	...	...
Balasore ...	26th ,,	14	30	20	7½	16	10½	16	11	10	8	...	...
Furreedpore ...	26th ,,	24	20	26	27	26	28	22	24	10	11	...	...
Nuddea ...	26th ,,	15¼	23¾	20⅝	12 5/16	33 11/16	35½	15⅝	17¾	10⅝	10 11/16	...	...
Districts in which all or most articles are dearer.													
Tipperah ...	25th Aug. 1867	13	45	32	7½	40	16	20	12	12	6	...	...
Pooree ...	19th ,,	11⅛	36¾	11 13/16	10½	23⅝	13⅛	23⅝	10½	18¾	7⅞	...	...
Jessore ...	26th ,,	8	17	21	13	32	26	21	18	10½	10	...	27
Shahabad ...	26th ,,	8¾	24	20	23	24	25	23	23	18	19	30	
Districts in which all or most articles are cheaper.													
Kamroop ...	17th Aug. 1867	10	15	14	13	20	20	16	16	8	6	...	...
Seebsaugor ...	12th ,,	8	30	10	5	12	8	20	11	8	4	...	
Bhaugulpore ...	25th ,,	21 3/16	30 5/16	22 1/16	17	22 1/16	20 3/16	37⅛	24	25	17 1/16	50⅜	
Bancoorah ...	26th ,,	13½	40	22¼	15½	26¼	16	15½	15½	11½	12	25	
Beerbhoom ...	25th ,,	22	26	24	6	24	16½	21	19½	16	12	68	
Midnapore ...	26th ,,	22	22	26	14	15½	16	12	14½	8½	9½	...	
Bullooah ...	19th ,,	19	34	25	8	35	15	...	...	5	5	...	
Singbhoom ...	19th ,,	12	32	16	8	32	18	24	13	16	8	...	
Cuttack ...	19th ,,	15¾	32	17 1/16	13⅛	30	15¾	30	10½	20	6 2/16	...	
Dacca ...	26th ,,	22	40	33	17	16¾	22	16	16	8	10	...	
Mymensing ...	26th ,,	20	25	25	10	20	20	16	15	9	7	...	
Salcutta ...	2nd Sept. 1867	14¼	24	19	14	25	22	16	18	9	8	...	
Chumparun ...	24th Aug. 1867	21	24	26	16	24	20	28	25	17	20	56	
Patna ...	26th ,,	17½	17 1/16	24	18	19	32	15¼	25	12⅜	...	14⅝	
Tirhoot ...	26th ,,	17½	30	20	25	28	27½	24	22	20	17	40	
Bograh ...	26th ,,	16	24	25	10	17 1/16	14	15	17½	8	9	...	
Rungpore ...	19th ,,	12 5/16	24	16⅞	16⅞	25	22½	22½	22½	9	9	...	
Districts in which some articles are dearer and some cheaper.													
Gowalparah ...	19th Aug. 1867	12	15	14	10	11¼	13	20	20	6	5½	...	...
Burdwan ...	25th ,,	20¼	21	22	9½	21	21	13⅜	19⅓	8	13½	...	...
Hooghly ...	26th ,,	10	19	17½	16	22	21	15	18	10	11½	20	18
Chittagong ...	19th ,,	15	17	18	7	16	14	17	18	10	10	...	...
Lohardugga ...	24th ,,	10	31	20	8	14	11	17	12½	12	9	40	17
Backergunge ...	26th ,,	22	20	30	10	20	22	11	11	8	8	...	...
Cachar ...	19th ,,	20	24½	22½	12¼	10½	12¾	8	10	4	5½	...	...
Sylhet ...	16th ,,	14	50	27	9	60	20	14	13½	13	10	...	...
24-Pergunnahs ...	26th ,,	14½	13	17½	6½	20	20	13	20	8	12¼	...	...
Gya ...	26th ,,	18	22½	20	17½	18	20	24	19	18	14	35	23
Sarun ...	24th ,,	9	25	21½	26	30	28	28	23	24	18	36	33
Maldah ...	26th ,,	20	25	21	25	33	37½	23	27½	16	16	...	...
Moorshedabad ...	25th ,,	16¼	25⅝	21⅛	12¾	28	23½	26¼	20⅓	21⅛	14⅛	23⅛	...
Pubna ...	25th ,,	22½	24	28	9	32	26¼	19½	22½	9¾	10½	...	...
Rajshahye ...	26th ,,	8¼	28	18¾	8	26	20⅝	28¾	20½	20	13½	...	...

PUBLISHED for general information.

By Order of the Board of Revenue, L. P.,
T. BRUCE LANE,
Secretary.

FORT WILLIAM,
The 3rd September 1867.

NOTICE.

LIST of unclaimed Packages lying on the Custom House Wharf.

Date of Landing.	Mark or Address of Packages.	Ships.
1867, June 6th ...	1 Package, no mark ...	Arratoon Apcar.
,, 21st ..	1 Case, C. C. and Co. ..	Str. Meinam.
,, 20th ..	1 Case, F H ...	Ditto.
,, 20th ..	1 Box, Revd. Pere Mercier, Missionnaire Apostolique, Dacca ...	Ditto.
,, 18th ...	12 Cases, Officers' Mess, 19th Hussars, Meerut ...	City of Vienna.
,, 19th ...	3 Cases, C U A ...	Ditto.
July 10th ...	1 Parcel, [12] G W ...	Ditto.
,, 10th ...	1 Truss, Argentie Schillizzie ...	Ditto.
June 5th ...	1 Case, [C A W W] ...	Duke of Argyle.
,, 12th ...	1 Case, S. C. D. and Co. ...	Ditto.
,, 22nd ...	5 Casks, [L C J] ...	Ditto.
July 8th ...	1 Keg, [A N] ...	Rajmehal.
Aug. 21st ...	2 Cases, [R. C. D. and Co.,] Nos. 39, 44 ...	British Prince.
,, 21st ..	1 Case, [T. S. and Co.,] No. 4532 ...	Ditto.
,, 21st ...	1 Cask, S. C. M. and Co., No. 544 ...	Ditto.
July 9th ..	1 Truss, [H P] ...	City of Athens.
,, 9th ...	1 Parcel, [G] ...	Ditto.
,, 9th ...	1 Parcel, [C] C ..	Ditto.
,, 9th ...	1 Parcel, [H] Huber and Co. ...	Ditto.
,, 17th ...	1 Parcel, J. Fennessey, Esq., care of United States' Consul ...	Mahanada.
,, 17th ...	1 Truss, [L] ...	Ditto.
,, 17th ...	1 Parcel, S. S. Ewing and Co. ..	Ditto.
,, 17th ...	1 Parcel, [M] Pickford, Mathewson and Co. ...	Ditto.
,, 17th ...	1 Parcel, [W] ...	Ditto.
,, 17th ...	1 Parcel, [Y] B [R A U V] ...	Ditto.
,, 18th ...	1 Parcel, [G M] Stevenson, Peel ..	Lord of the Isles.
,, 18th ...	1 Parcel, [W] ...	Ditto.
,, 18th ...	1 Parcel, J. Newton, Esq., United States' Consul-General of British India ...	Ditto.
,, 18th ...	1 Parcel, L A C [W] ...	Ditto.
,, 17th ...	1 Box, H. Reinhold, Esq. ...	Str. Thunder.
,, 17th ...	1 Box, [K D R] ...	Ditto.
,, 4th ...	1 Parcel, T A, R G, R. G. Ghose and Co. ...	Martaban.
,, 4th ...	1 Parcel, [B] [J S] ...	Ditto.

CALCUTTA CUSTOMS,
The 3rd September 1867.

J. A. CRAWFORD,
Collector of Customs.

NOTICE.

THE undermentioned Packages, if not cleared on or before the dates specified against each item, will be sold for the realization of Duty, Wharfage, &c., under Section LVII. of Act VI. of 1863 :—

Date of Sale.	Mark or Address of Packages.	Ships.
1867, Sept. 7th ...	16 Packages, no mark ...	Str. Lightning.
,, 7th ...	2 Cases, J W C ..	Himalaya.
,, 7th ...	1 Box, [A] G W ...	Ditto.
,, 14th ..	4 Cases, S. H. Clarke and Co., Meean Meer ..	Str. Nubia.
,, 14th ...	1 Case, [20] P. and Co. ...	Str. Mongolia.
,, 14th ...	1 Case, Suez to Calcutta ...	Ditto.
,, 14th ..	1 Case, B ..	Northampton.
,, 14th ...	1 Case, J. G. Billairs, Esq., care of Stevenson, Peel and Co. ...	Ditto.
,, 14th ...	2 Cases, [K M C] S G ...	Ditto.
,, 14th ...	1 Case, no mark ...	Ditto.

CALCUTTA CUSTOMS,
The 3rd September 1867.

J. A. CRAWFORD,
Collector of Customs.

NOTICE.

THE following Packages have been landed at the Custom House from the undermentioned Ships under the provisions of Section LII. of Act VI. of 1863. If the Goods are not cleared on or before the dates stated against each item, they will be advertized for sale :—

		Melbrick.	
1867, Oct. 1st ...	[R M] S M, 1 Case.		
		Martaban.	
1867, Oct. 26th ...	R. D. M. and Co., 1 Cask.		
		West.	
1867, Nov. 8th ...	L C W B, 5 Cases ...	R H. Davis, Esq., B. C. S., Financial Commissioner, Lucknow, Oude, East India, 2 Cases.	R. D. B.and Co., 5 Casks.
„ 8th ...	[C] M, 1 Case ...	[W S] 1 Case ..	[G S] 1 Case.
		Louisa.	
1867, Nov. 27th ...	[50] L C J, 4 Cases ...	[A N D] A. B. and Co., 16 Cases.	[555] D. and C., 16 Cases.
		Robert Pulsford.	
1867, Dec. 2nd ...	[B D P] 6 Bales ...	[C C U] 4 Packages ...	D. F. C. H. and Co., 2 Cases

CALCUTTA CUSTOMS,
The 3rd September 1867.

J. A. CRAWFORD,
Collector of Customs.

Statement shewing the importation of Salt (private property) in Bond and Afloat on River Hooghly subject to Customs' Duty on the 1st September 1867 :—

	Government Golahs.	Private Golahs.	Afloat.	Total.
	In Mds.	In Mds.	In Mds.	In Mds.
Liverpool Pungah ...	2,44,665	.....	2,03,992	4,48,657
French Kurkutch ...	9,717	1,717	13,693	25,127
Madras „ ...	.....	22,660	926	23,586
Ceylon „ ...	38,586	.....	11,086	49,672
Arabian and Persian Gulfs Kurkutch and Muscat Rock ...	44,998	37,884	72[illegible],878	1,55,760
Total ...	3,37,966	62,261	3,0[illegible]2,575	7,02,802

By Order of the Board of Revenue, L. P.,
J. A. CRAWFORD,
Collector of Customs.

CALCUTTA ;
Custom House,
The 3rd September 1867.

Notice.

UNTIL the wire connecting the Time Ball apparatus in the Observatory to the Semaphore Tower in the Fort is repaired, mean 1 P. M. will be shewn by the dropping of a Ball by hand from the iron crane on the above Tower.

GOPEENAUTH SEN,
In charge of the Observatory.

SURVEYOR-GENERAL'S OFFICE,
Calcutta, 3rd September 1867.

STATEMENT shewing the Quantity of Salt in Store available for exportation on private account at each of the several Ports of Export in the undermentioned Districts :—

Names of Districts.	Ports at which Salt is generally available for export on private trade.	Quantity remaining in Store actually available for export on 1st August 1867.	REMARKS.
		Indian Mds.	
Godavery ...	Cocanada ...	1,12,600	
Kistna ...	Nizampatam ...	39,766-20	Boats available at all times.
Nellore ...	Iskapalli ...	1,17,888	Boats easily obtainable.
	Varini ...	1,47,283	
Madras ...	Madras ...	1,57,860	
	Ennore ...	1,47,640	
	Covelong ...	1,88,339	
South Arcot ...	Merkanum ...	66,000	
Tanjore ...	Vedarniem ...	5,700	
Total ...	.....	9,77,076-20	

N. B.—Salt for export will be supplied by Government at the rate of 15 Rupees per 100 Indian Maunds, which includes charges of shipment, except at the Port of Madras, where the Salt will be delivered on the Beach.

J. R. COCKERELL,
Sub-Secretary.

REVENUE BOARD OFFICE;
Madras,
The 16th August 1867.

PUBLISHED for general information.

By Order of the Board of Revenue,

R. L. MANGLES,
Junior Secretary.

FORT WILLIAM,
The 3rd September 1867.

Notification.

It is hereby notified, for the information of the public, that the Government Dâk Boat conveying the Calcutta Mail of the 8th August was upset and lost on the night of the 13th instant on the Brahmapootra River between Gowalparah and Gowhatty. The Mail bag has not been recovered, and the Banghy Parcels named in the subjoined List are supposed to have been lost on this occasion likewise.

Gowhatty, Assam,
The 16th August 1867.

J. Sherer,
Depy. Commr. of Kamroop.

Transit List of Parcels despatched from Rungpore to Gowhatty on the 10th day of August 1867.

Station whence and date on which originally despatched.		Number of Parcels.				Address.	Destination.	Weight at this Office.	Weight at Office in arrears.	Remarks.
Station.	Date.	Service.	Stamped.	Paid.	Unpaid.					
Calcutta		...	1	...	...	Pamphlet ...	Sibsagur ...	1	Rate.	
			1	...	...	Ditto ...	Nazeerah ...	1	"	
					1	A. W. B. Newington	Dibrooghur ...	120		
		1	...	...	...	Judl. Commissioner	Assam ...	20		
					1	Orie Mookleshur Sing	Tezpore ...	23		
					1	Dr. O'Coner ...	Nowgong ...	13	"	
					1	H. A. Coombs ...	Sibsagur ...	20		
		1	...	...	...	Dy. Commissioner...	Durrung ...	32		
					1	G. V. Gaud ...	Nazeerah ...	210		
					1	J. Henderson ...	Nowgong ...	260		
		2	2	...	6					
[illegible] 13										
[illegible] b		...	3	...	...	Pamphlets* ...	Gowhatty, Assam ...	...	...	* Europe one is in tin case.
[illegible] is		...	...	...	1	Henderson ...	Nowgong ...	460		

In [illegible] char[illegible] dah, [illegible] late [illegible] in [illegible] h[illegible] 9[illegible]

J. Sherer,
Dy. Commr. of Kamroop.

Sheriff's Office, the 4th September 1867.

Notice is hereby given that the Eighth Criminal Sessions of the year 1867 of the High Court of Judicature at Fort William in Bengal, for the Town of Calcutta and Factory of Fort William, and the places subordinate thereto, will be holden at the Court House, in the Town Hall of Calcutta, on Monday, the Twenty-third day of September instant, at 11 o'clock in the forenoon, and so on from day to day until the Sessions be over. And it is hereby proclaimed that all persons who will prosecute any prisoner be then and there to prosecute against him.

H. Crooke,
Sheriff.

সরিফ আফিস, ১৮৬৭ সাল ৪ সেপ্টেম্বর।

সমাচার দেওয়া যাইতেছে যে সুবে বাঙ্গালার ফোর্ট উইলিএম দুর্গের অধীন শহর কলিকাতা ও অন্যান্য স্থানের ফৌজদারী বিচার নিষ্পত্ত্য জন্য আগামি ২৩ সেপ্টেম্বর সোমবার বেলা ১১ ঘটিকার সময় এব যে পর্য্যন্ত সেশিয়ানের কার্য্য শেষ না হয় প্রতিদিন উক্ত সময়ে কলিকাতার টৌনহালে হাই কোর্টের আদালত ঘরে সন ১৮৬৭ সালের অষ্টম ক্রিমিনেল সেশিয়ান বসিবেক এবং এতদ্দ্বারা প্রচার করা যাইতেছে যে যে সকল ব্যক্তি কোন কয়েদীর বিরুদ্ধে ফৌজদারী মিছিল করিবেক তাহারা উক্ত স্থানে ঐ সময়ে হাজির থাকিয়া মোকদ্দমা করে ইতি সন ১৮৬৭ সাল তারিখ ২ সেপ্টেম্বর।

H. Crooke,
Sheriff.

Notice.

CALCUTTA MUNICIPALITY.

NOTICE is hereby given that the valuation and measurement of the portion of the Northern Division of the Town, noted in the margin, has been completed, and that the Books containing the said valuations and the rates assessed can be inspected on any day (Sundays excepted) at the Office of the Justices, between the hours of 11 o'clock A. M. and 4 o'clock P. M., free of charge.

Bounded on the North by Manicktollah Street; on the South by Muchooa Bazar Street; on the West by Cornwallis Street; and on the East by Upper Circular Road.

The Justices will, on the 20th September, proceed to revise the said valuation and assessment, and to hear all appeals connected therewith, but no such appeal can be heard unless the amount of rate has been deposited with the Justices in accordance with the provisions of Section 27 of Act VI. of 1866 (B. C.) on or before the 16th day of September, and unless such appeal be preferred by the person who, at the time the appeal is made, shall be recorded in the said Book as the owner of the premises to which such appeal refers, or by the occupiers thereof, or by their Agents.

ROBT. TURNBULL,
Secy. to the Justices of the Peace.

OFFICE OF THE JUSTICES OF THE PEACE;
1, *Chowringhee Road,*
Calcutta, 28th August 1867.

বিজ্ঞাপন।

সন ১৮৬৩ সালের ৭২ ও ৭৩ ধারামতে।

ইহার দ্বারা জ্ঞাত করা হইল যে, শহরের নার্থ ডিবিজনের (১) বাটী সকলের মূল্য জমীর পরিমাণ সকল নিশ্চিত করা, হইবাতে যে বহীতে ঐ মূল্য ও নিরূপিত কর সকল লেখা হইয়াছে তাহা বিনা ব্যয়ে বেলা ১১ ঘন্টা নাগাইদ ৪ ঘন্টা সময় সকলের মধ্যে সাধারণকর্ত্তৃক দৃষ্টি করা হইতে পারিবেক, জষ্টিস অব পিস সকলে ২০ সেপ্টেম্বর তারিখ অবধি ঐ লিখিত করের সংশোধন জন্য আপীল সকল শুনিতে আরম্ভ করিবেন কিন্তু ৬ আইনের ১৮৬৬ সালের ২৭ ধারানুসারে রেট আগত নাগায়েদ ১৬ সেপ্টেম্বর অবধি জমা রাখিয়া আপীল করিলে গ্রাহ্য হইবেক। এবং যাহাদিগের নাম বাটীওয়ালা ও ভাড়াটিয়া কিম্বা এজেন্ট বলিয়া বহীতে লেখা যায় তাহাদিগের আপীল শুনা যাইবেক।

অর্থাৎ যে সকল বাটীর নম্বর উত্তর, মাণিকতলা ইষ্ট্রীট দক্ষিণ, মেছুওয়া বাজার ইষ্ট্রীট পশ্চিম, করণ ওয়ালিশ ইষ্ট্রীট পূর্ব্ব অপার সরকিউলার রোড।

আদেশানুসারে,
রবার্ট টর্ণবুল,
জষ্টিস অব দি পিসদিগের সেক্রেটর।

জষ্টিস অব পিসদিগের আফিস
১ নং চৌরঙ্গি রোড,
কলিকাতা ২৮ আগষ্ট ১৮৬৭ সাল।

Notice

Is hereby given that a Lot of Waste Land, consisting of about 1,239 acres, situate in the District of Seebsagur, Upper Assam, and bounded as shewn at the foot of this Notice, having been applied for under the "rules for the sale of unassessed Waste Lands in the Lower Provinces of Bengal (Chapter XXVI. of the Rules of the Board of Revenue)," will be put up to sale by auction to the highest bidder above the upset price of Rupees 2-8 an acre, on the 2nd day of October 1867, at the Office of the Deputy Commissioner of Seebsagur, should no objection be preferred such as to render it necessary to defer the sale under the provisions of Act XXIII. of 1863. The sale will be made in the manner, and subject to the conditions prescribed by the Rules above cited, and to the provisions of Act XXIII. of 1863.

W. C. S. CLARKE,
Offg. Depy. Commissioner.

SEEBSAGUR;
Depy. Commr.'s Office,
The 6th July 1867.

Lot I. 1,238 acres, 2 roods, 26 poles, in Mouzah Kattonee Gaon.

BOUNDARIES.

North—By Soom Barri, Sondang Gaon and Patlah land.
South—By Grant of Jorehaut Tea Co... and Grant No. 209.
East—By Hattighur.
West—Poslakhowah Barri.

W. C. S. CLARKE,
Offg. Depy. Commiss...

Notice

Is hereby given that the undermentioned Lo... of Waste Lands, estimated to consist of abo... 129 acres, more or less, situated in the Distric... of Cachar, and bounded as shewn at the foot o... this Notice, having been applied for under the "Rules for the sale of unassessed Waste Lands in the Lower Provinces of Bengal," will be put up to sale by auction to the highest bidder above the upset price of two Rupees and eight annas per acre, on the second day of November 1867, at the Office of the Deputy Commissioner of Cachar, should no objection be preferred such as to render it necessary to defer the sale under the provisions of Act XXIII. of 1863. The sale will be made in the manner, and subject to the conditions prescribed by the Rules above cited, and to the provisions of Act XXIII. of 1863.

BOUNDARIES.

North—Grant No. 228A., under the old Assam Rules.
South—Settled lands of Ketta Shunpoor.
East—Grant No. 228A.
West—Ellipore Grant No. 227B.

J. W. EDGAR,
Offg. Deputy Commissioner.
The 1st August 1867.

MONTHLY STATEMENT OF TRAFFIC PASSED THRO[illegible] AND EASTERN CANALS *from* 1*st to* 31*st August* 1867.

Names of Chowkeys.	Charcoal.			Wood Coal.			Piece Goods, Native Produce.			Piece Goods, Imported Fabrics.			Hides.			Cotton.			Castor Seed.			Castor Oil.			Indigo.			Jaggery.			Jute.			Lime.			Mustard Seed.			Mustard Seed Oil		
	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.
Circular Canal ... Bamonghatta...	...	...	...	1	100	50	...	...	...	...	...	...	18	3200	208700 No.	3	1400	400	...	...	...	...	...	...	...	...	...	105	39975	22250	118	55300	41800	77	100075	62200	43	18400	12300	...	...	...
Chitpore ...	74	70175	37800	2	1000	700	...	...	...	...	...	...	...	...	...	7	4000	3000	...	...	...	...	...	...	...	...	...	10	2000	1500	...	...	...	...	...	...	16	2500	2000	...	...	...
Tolly's Nullah ... Samookpotta...	...	...	...	2	1150	600	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	67	21225	11100	...	...	...	...	...	...	7	4625	2625	...	...	...
Russa ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Kidderpore ...	14	9875	6400	...	...	...	...	...	...	...	...	...	...	...	...	5	500	100	...	...	...	...	...	...	...	...	...	6	1200	300	...	...	...	3	1600	900	...	...	...	...	6	400

Names of Chowkeys.	Salt.			Sugar.			Tobacco.			Linseed.			Paddy.			Pulse.			Peas.			Rice.			Wheat.			Lentil.			Grain.			Sundries.		
	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Canal Measurement.	Maundage of Cargo by estimate.	Total Number of Boats.	Total Maundage by Canal Measurement.	Total Maundage of Cargo by estimate.
Circular Canal ... Bamonghatta...	...	...	...	62	19400	11275	17	6275	3050	58	31400	21250	11	5650	2275	...	18700	11200	31	14725	9775	608	573100	387000	1	300	100	8	3225	1600	...	...	...	3525	649425	...
Chitpore ...	172	96100	52734	...	...	...	10	1500	1000	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	972	376980	...
Tolly's Nullah ... Samookpotta ...	...	...	...	1	175	75	19	11525	6000	...	...	...	114	31725	16125	12	5875	2600	...	...	...	176	36025	19000	...	...	...	...	...	...	...	...	...	726	167225	..
Russa ...	...	...	...	...	...	...	...	...	...	...	...	...	5	275	150	...	...	...	...	...	...	917	34625	23100	...	...	...	...	...	...	...	...	...	314	9350	...
Kidderpore ...	100	108	52850	26164	...	...	6	1200	300	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	945	230850	...

DHAPPA;
Toll Collector's Office,
The 2nd September 1867.

J. F. GALIFFE,
Collector and Supervisor, Calcutta Canals.

[1401]

STATEMENT of Government Promissory Notes, enfaced for payment of Interest in London, (under deduction of amount re-transferred to India,) and outstanding in the Books of the Bank of Bengal on the 22nd August 1867.

PARTICULARS.	3½ per Cent. Loan of 1853-54.	4 PER CENT. LOANS							4½ per Cent. Loan of 1856-57.	5 PER CENT.		5½ per Cent. Loan of 1859-60.	5 PER CENT. DEBENTURES FOR						TOTAL AMOUNT,
		of 1824-25.	of 1828-29.	of 1832-33.	of 1835-36.	of 1842-43.	of 1854-55.	Transfer of 1865.		P. W. of 1854-55.	of 1856-57.		1 year. Repayable Jan. 1868.	2 years. Repayable Jan. 1869.	3 years. Repayable Jan. 1870.	5 years. Repayable June 1872.	10 years. Repayable June 1877.	15 years. Repayable June 1882.	
Balance of 8th August 1867 ...	36,100	26,666	2,346	20,52,373	32,91,400	1,23,95,900	98,50,500	60,04,800	16,500	45,89,300	5,60,13,600	3,54,15,900	...	50,000	6,83,000	10,60,000	20,51,000	31,11,000	13,66,50,385
ADD:																			
Amount enfaced at Madras between 9th and 22nd August 1867 ...	...	...	...	...	500	6,000	5,500	...	...	...	25,000	22,500	...	...	...	...	...	...	59,500
Amount enfaced at Bombay between 9th and 22nd August 1867 ...	...	...	...	...	...	1,000	...	...	...	11,000	4,87,600	4,68,700	...	...	...	...	...	...	9,68,300
Amount enfaced at Calcutta between 9th and 22nd August 1867 ...	16,500	...	...	1,600	4,900	51,900	12,700	1,01,000	...	13,000	3,99,700	6,11,700	...	...	4,000	5,000	7,000	10,000	12,39,000
Total ...	52,600	26,666	2,346	20,53,973	32,96,800	1,24,54,800	98,68,700	61,05,800	16,500	46,13,300	5,69,25,900	3,65,18,800	...	50,000	6,87,000	10,65,000	20,58,000	31,21,000	13,89,17,185
DEDUCT																			
Amount written off in the London Registers ...	...	...	...	...	7,700	23,400	3,500	...	...	...	63,500	27,000	...	...	...	...	...	...	1,25,100
Balance on 22nd August 1867 ...	52,600	26,666	2,346	20,53,973	32,89,100	1,24,31,400	98,65,200	61,05,800	16,500	46,13,300	5,68,62,400	3,64,91,800	...	50,000	6,87,000	10,65,000	20,58,000	31,21,000	13,87,92,085

NOTE.—From 23rd June to 8th July 1867, enfaced from India 19 lacs. Re-transferred from London 3 lacs.
From 9th July to 22nd July „ ditto 15 „ ditto ditto 13 „
From 23rd July to 8th August „ ditto 30 „ ditto ditto 5 „
From 8th Aug. to 22nd Aug. „ ditto 22 „ ditto ditto 1 „
86 „ 22 „

PUBLIC DEBT OFFICE;
Bank of Bengal,
The 29th August 1867.

GEO. DICKSON,
Secretary and Treasurer.

[1402]

To be sold by the Registrar of the High Court of Judicature at Fort William in Bengal, in its Ordinary Original Civil Jurisdiction, on Thursday, the 26th September next, at the hour of 12 o'clock in the noon, at the Town Hall, pursuant to a Decretal Order of the said Court made in the suit No. 750 of 1866, wherein James Dalgbish is Plaintiff, and Amatul Arshuth is Defendant, dated the 5th day of February 1867, and also pursuant to an order made in the same suit, dated the 15th day of August 1867, the following property, *viz.*:—

First.—All that upper-roomed brick-built messuage, tenement, or dwelling-house, together with the piece or parcel of land or ground thereunto belonging, and on part whereof the same is erected and built, containing by estimation eight cottahs and twelve chittacks, more or less, situate, lying and being No. 12, Wellesley Street, in the Town of Calcutta, and butted and bounded in manner following, that is to say :—On the North by the public drain ; on the West by the house of Hossain Khan ; on the South by the tenanted house, No. 13, belonging to the said Amatul Arshuth and Hajee Ajeeb Ahmed ; and on the East by Wellesley Street.

Second.—All that lower-roomed brick-built messuage, tenement, or dwelling-house, together with the piece or parcel of land or ground on part whereof the same is erected and built, containing by estimation four cottahs ten chittacks and four feet, more or less, situate, lying and being No. 13-1, Wellesley Street, in Calcutta, aforesaid, and butted and bounded in manner following, that is to say :—On the North by the house and premises, No. 13, belonging to the said Amatul Arshuth and Hajee Ajeeb Ahmed ; on the West by the house and premises, No. 76-4, also belonging to the said Amatul Arshuth and Hajee Ajeeb Ahmed ; on the South by the house and premises, No. 14-15, also belonging to the said Amatul Arshuth and Hajee Ajeeb Ahmed ; and on the East by the Wellesley Street.

For further particulars apply at the Office of Fenn, No. 3, Old Post Office Street, Plaintiff's Attorney, or J. N. Mackertich, Defendant's Attorney.

R. Belchambers,
Registrar.

High Court, Original Jurisdiction ;
Registrar's Office,
Calcutta, the 31st August 1867.

Hope Town Equitable Tea Company, "Limited."

In Liquidation.

All persons having claims against the above-named Company are requested to send detailed statements of the same, with vouchers, to the undersigned on or before the 30th day of September next, after which date no claims will be recognised.

W. H. Fitze,
Liquidator.

7, New China Bazar Street ;
Calcutta,
The 31st August 1867.

To be sold by the Registrar of the High Court of Judicature at Fort William in Bengal, in its Ordinary Original Civil Jurisdiction, on an early day, of which notice will hereafter be given, pursuant to a decretal order of the said Court, made in the Suit No. 43 of 1867, wherein Nobo Coomar Chowdry is Plaintiff, and Hurrish Chunder Bose is Defendant, and dated the 31st day of January 1867, the following property, *viz.*:—

A three-storied brick-built messuage, tenement, or dwelling-house, with the piece or parcel of land or ground thereunto belonging, containing by estimation one and half cottahs, more or less, situate at Gurranhatta, in the Town of Calcutta, known as No. 91, bounded on the North by the tenanted house of Gobind Chunder Paul, deceased ; on the East by the premises of Mudden Mohun Sircar and others ; on the South by the premises of Hurrish Chunder Bose, the Defendant abovenamed, and on the West by the Chitpore Road.

For further particulars apply at the Office of Messrs. Berners, Sanderson, and Fergusson, No. 7, Hastings' Street.

R. Belchambers,
Registrar.

Berners, Sanderson, and Fergusson,
Plaintiff's Attorneys.

High Court, Original Jurisdiction ;
Registrar's Office, Calcutta,
The 10th August 1867.

To be peremptorily sold by the Registrar of the High Court of Judicature at Fort William in Bengal, in its Ordinary Original Civil Jurisdiction, at the Town Hall, on Saturday, the seventh day of September next, at the hour of twelve o'clock at noon, pursuant to a Decree of the said Court, made in the Suit No. 960 of 1866, wherein Ramloll Mookerjee is Plaintiff, and Rakhal Chunder Dey and another are Defendants, and dated the 7th day of January 1867, the following property, that is to say :—

All that undivided two-third parts or shares of the Defendants, Rakhal Chunder Dey and Chooneeloll Dey, of, in, and to the messuage, tenements, or dwelling-house, together with the piece of land thereunto belonging, situate at No. 109, Musjeed Battee Street, in Durjeeparah, in the Town of Calcutta, the whole premises containing by estimation about 10 cottahs, and butted and bounded as follows : on the North by the house of Woodoy Chund Dutt ; on the South by the Company's Road called Musjeed Battee Street ; on the East by the Potit or waste land of Munnoo Ameen, and on the West by the house of Doorgamoney Raur.

For further particulars and conditions of sale apply at the Office of Messrs. Carruthers, Pittar, and Dignam, Solicitors for the Plaintiff, No. 4½, Hastings' Street, Calcutta.

R. Belchambers,
Registrar.

Carruthers, Pittar, and Dignam,
Plaintiff's Attorneys.

High Court, Original Jurisdiction ;
Registrar's Office, Calcutta,
The 27th August 1867.

Statement of the Affairs of the Bank of Bengal for the Week ending 27th August 1867.

LIABILITIES.			Rs.	As.	P.
Proprietors' Capital, paid-up	...	...	2,20,00,000	0	0
Reserve Fund	...	...	18,58,949	4	7
General Treasury Balance at Head Office,	Rs.	95,88,204	7	2	
Ditto ditto at Branches	,,	1,05,97,460	9	3	2,01,85,655	0	5
Other Deposits at Head Office and Branches	...	...	3,10,93,478	15	10
Bank Post Bills, &c.	...	...	3,08,322	11	5
Bank Notes Outstanding	...	...	29,195	0	0
Sundries	...	...	5,48,511	9	2
Rupees	...	...	7,60,24,112	9	5

ASSETS.			Rs.	As.	P.
Government Securities	...	...	95,66,312	10	0
Loans on Government Securities at Head Office and Branches ...	...	...	59,31,691	0	0
Accounts of Credit on ditto ditto	...	...	13,18,763	14	11
Mercantile Bills discounted at ditto ditto	...	...	89,08,900	3	3
Dead Stock	...	...	5,68,650	7	1
Stamps	...	...	12,771	8	0
Balances with other Banks	...	...	16,60,120	10	8
Sundries	...	...	3,29,261	5	1
			2,82,95,871	11	0
Cash and Currency Notes at Head Office	...	Rs.	2,84,32,959	8	3
Ditto ditto, at Branches	...	,,	1,92,95,281	6	2	4,77,28,240	14	5
Rupees ...			7,60,24,112	9	5

J. HECTOR,
Offg. Chief Accountant and Deputy Secretary.

By Order of the Directors,

GEO. DICKSON,
Secretary and Treasurer.

Annual Statement.

Abstract operations of the Government Savings' Bank from 1st May 1866 to 31st March 1867.

Balance due to Depositors in 1865-66 ...				9,98,243	8 3
Deposits in 1866-67	10,83,870	9	2		
Interest allowed to Depositors in 1866-67 ..	37,321	10	9	11,21,192	3 11
	.....			21,19,435	12 2
DEDUCT.					
Withdrawals in 1866-67 ...	7,72,667	11	0		
Investment in Government Loans ..	1,09,948	4	4	8,82,615	15 4
Balance Rs. ...	....			12,36,819	12 10
LIABILITIES.					
Balance due to Depositors in 1866-67	.....			12,36,819	12 10
ASSETS.					
Due by General Books ...	11,99,498	2	1		
Interest allowed to Depositors in 1866-67 ...	37,321	10	9	12,36,819	

GEO. DICKSON,
Secretary and Treasurer.

BANK OF BENGAL;
Government Savings' Bank,
Calcutta, the 29th August 1867.

The Bengal Coal Company, "Limited."

NOTICE.

A SPECIAL General Meeting of the Shareholders of the Bengal Coal Company, "Limited," will be held at the Office of the Company, No. 4, Hastings' Street, on Saturday, the 26th October 1867, at 12 o'clock, to consider and determine on the proposal to raise a separate Capital of four lakhs of Rupees in 2,000 Shares of 200 Rupees each, for the purpose of working the properties of the Company at Kurhurballee.

One share in the new K. Capital to be offered to every holder of a share in the existing Capital.

By Order of the Directors,

W. F. FERGUSSON,
Managing Director.

CALCUTTA,
The 15th July 1867.

Court for the Relief of Insolvent Debtors at Calcutta.

In the matter of Edward Rosewell Gonsalves, an Insolvent.

On Tuesday, the 20th day of August instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Insolvent in person.

In the matter of George Gregor Grant and James Henry Grant, Insolvents.

On Monday, the 26th day of August instant, it was ordered that the matters of the petition of the said Insolvents be heard on Saturday, the 16th day of November next, and that the said Insolvents do then attend to be examined before the said Court.

Carruthers and Co., *Attorneys.*

In the matter of Punt[illegible] Doss, of Mal[illegible]ari[illegible]d Gunness Doss, late[illegible]49, Toola Bazar, in Calcutta, and who heretofore and up to the 9th day of August instant carried on trade and business of Merchants together in partnership at 49, Toola Bazar aforesaid, Insol[illegible]vents.

On Thursday, the 22nd day of August instant, it was on the petition of Kolaschund, a Creditor of the said Insolvents, adudged that the said Punchanun Doss and Gunness Doss have committed an act of insolvency under the provisions of the Act XI. Vic., cap. XXI., and by another order of the same date the estate and effects of the said Insolvents were vested in the Official Assignee.

Paliologus, *Attorney.*

Chief Clerk's Office, the 27th August 1867.

In the matter of the petition of Doorgachurn Ruckhit, otherwise called Doorgadoss Ruckhit, of No. 19-1, Seedam Moody's Lane, in Durjeeparrah Street, in the Town of Calcutta, lately trading as a Shopkeeper at Soba Bazar, in Chitpore Road, in Calcutta, aforesaid, under the name, style, and firm of Doorgachurn Ruckhit, an Insolvent.

Notice, that the petition of the said Insolvent seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Monday, the 2nd day of September instant, and by an order of the same date the estate and effects of the said Insolvent were vested in the Official Assignee.

Thomas, *Attorney.*

In the matter of Doorgachurn Ruckhit, an Insolvent.

On Monday, the 2nd day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Thomas, *Attorney.*

Chief Clerk's Office, the 3rd September 1867.

TO BE PEREMPTORILY SOLD, by the Registrar of the High Court, in its Ordinary Original Civil Jurisdiction, at the Town Hall, on Saturday, the 7th day of September instant, at the hour of 12 o'clock at noon, pursuant to a Decretal Order of the said Court, made in the suit, No. 515 of 1866, wherein Sausone Ezekiel Judah, of Doomtollah, in the Town of Calcutta, Merchant, is the Plaintiff, and Khetternauth Chatterjee, of Mooktaram Baboo's Street, Chorebagaun, in the Town of Calcutta, Hindoo inhabitant, is the Defendant, and dated the 14th day of June 1866, the following property, *viz.* :—

All that brick-built dwelling-house, No. 79-10, formerly No. 176, situate at Mooktaram Baboo's Street, in the Town of Calcutta aforesaid, together with the piece of land thereunto belonging, and on which, or on part of which, the same is erected and built, containing by estimation three and half cottahs, be the same a little more or less, and butted and bounded as follows, that is to say :— On the North, by a drain and the house and premises now or lately belonging to Nobin Chunder Mookerjee; on the South, by the public lane; on the East, by the house and premises now or lately belonging to Ram Chunder Mullick; and on the West, by the house and premises now or lately belonging to Heeraloll Day.

For further particulars apply at the Office of Mr. A. Carapiet, Attorney for the Plaintiff.

A. CARAPIET,
Plaintiff's Attorney.

R. BELCHAMBERS,
Registrar.

HIGH COURT, ORIGINAL JURISDICTION ;
Registrar's Office,
Calcutta, the 2nd September 1867.

Notice.

THE Partnership heretofore existing between us, the undersigned, carrying on business at Ramkistopore, under the firm of the Ramkistopore Cotton Screws Company, was dissolved on the 10th day of August instant; all the liabilities will be paid and outstandings received by the undersigned, M. B. Fielman.

(Sd.) M. B. FIELMAN.
,, F. BEER.
,, H. P. RUSHTON.
,, H. RUSHTON.

CALCUTTA,
The 31st August 1867.

Simla Club and North-West Wine Company, "Limited."

IN LIQUIDATION.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the abovenamed Company will be held at the registered Office of the Company, No. 7, New China Bazar Street, Calcutta, on Monday, the 30th day of September next, at the hour of 12 noon precisely, for the purpose of receiving the Liquidator's Report and Accounts.

W. H. FITZE,
Liquidator.

CALCUTTA,
The 21st August 1867.

Durrung Tea Company, "Limited."

NOTICE is hereby given that the Ordinary General Meeting of the Shareholders of this Company, called for the 31st instant, at 12 o'clock, has been postponed to the 16th proximo, at the same hour and place for the purpose of passing the Accounts for the half-year ending 30th June last, and for the transaction of any other business that may be brought forward.

J. H. WILLIAMSON,
Secretary.

CALCUTTA,
The 29th August 1867.

Great Eastern Hotel Wine and General Purveying Company, "Limited."

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of this Company, will be held at the registered Office of the Company, Nos. 1, 2, and 3, Old Court House Street, Calcutta, on Wednesday, the 25th September next, at 3 o'clock, for the purpose of determining upon the propriety of closing the Company's Establishment at Allahabad, and of selling or otherwise disposing of the property of the Company there.

Offers will be received for the concern, subject to the determination of the Meeting of the Shareholders.

By Order of the Directors,

C. B. WALLIS,
Secretary.

CALCUTTA,
The 21st August 1867.

Great Eastern Hotel Company, "Limited."

AN Extraordinary General Meeting of the Great Eastern Hotel Wine and General Purveying Company, "Limited," was held on the 31st August 1867, at the registered Office, Nos. 1, 2, and 3, Old Court House Street, the following Resolutions passed on the 31st July last were confirmed:—

Present:

J. MACKINTOSH, ESQ.
J. L. REED, ESQ.
J. J. BRADLEY, ESQ.
BABOO SHAMLOLL MITTRA.
S. POWELL, ESQ.
E. H. LLOYD, ESQ.
BABOO PEARY CHAND MITTRA.
D. WOOD, ESQ.
F. JOHANNES, ESQ.
A. R. MCINTOSH, ESQ.
J. B. KNIGHT, ESQ., *in the Chair.*

Proposed by Baboo Peary Chand Mittra.
Seconded by J. Mackintosh, Esq.

1. That the new Articles of Association as now amended be passed.

Carried unanimously.
Proposed by A. R. McIntosh, Esq.
Seconded by J. J. Bradley, Esq.

2. That the sum of Rupees 5,000 be a[illegible] to the Committee of Inspection as remun[illegible]ion for their services.

Resolution carried.
Proposed by Baboo Peary Chand Mittra.
Seconded by J. Mackintosh, Esq.

3. That in recognition of the services rendered by Mr. David Wilson, in accordance with the recommendation of the Directors, the sum of Rupees 2,500 be paid for his passage out and home.

Carried unanimously.
Proposed by J. J. Bradley, Esq.
Seconded by D. Wood, Esq.

4. That a sum of Rupees 1,000 monthly, commencing as from 30th June 1866, be set aside for payment of the mortgage due to Mr. David Wilson, and that the same be invested in Government Securities.

Carried unanimously.
Proposed by J. J. Bradley, Esq.
Seconded by Baboo Shamloll Mittra.

That the Directors be recommended to reconsider the course adopted to curtail expenditure, namely, by reducing salaries and allowances of the Company's servants with reference to its obvious effects on the interest of the Company.

The motion on a division was rejected.

After a vote of thanks to the Chair the Meeting broke up.

J. B. KNIGHT,
Chairman.

CALCUTTA,
The 2nd September 1867.

Punjab Trading Company, "Limited."

ORDINARY GENERAL MEETING OF SHAREHOLDERS.

NOTICE is hereby given that the Eighth Ordinary General Meeting of Shareholders of the abovementioned Company will be held at the registered Office of the Company, No. 7, New China Bazar Street, Calcutta, at half-past four o'clock P. M., on Monday, the 30th September next, for the purpose of receiving and passing the Directors' Report for the half-year ending 30th June 1867, and for the transaction of such other business as may be brought before the Meeting.

The Meeting will subsequently be made Special for the purpose of altering Clause 50 of the Articles of Association of the Company, as follows, *viz.*, by inserting the word "Secretaries" after the words "Managing Director," and before the words, "and Manager," and by expunging the words "subject to approval of the Shareholders in General Meeting."

W. H. FITZE, & Co.,
Agents and Secretaries.

7, NEW CHINA BAZAR STREET;
Calcutta,
The 28th August 1867.

The Bengal Credit Mobilier, "Limited."

At the Half-yearly Ordinary General Meeting of Share-holdors held at the Office of the Company, No. 6, Old Court House Street, Calcutta, on the 9th August 1867, was passed; and at an Extraordinary General Meeting, held on the 31st August 1867, was confirmed, the following resolution:

That the Bengal Credit Mobilier, Limited, be wound up voluntarily.

H. KNOWLES,
Chairman.

Bengal River Steam Company, "Limited."

(*In Liquidation.*)

THE undersigned is now prepared to pay to the old Shareholders of this Company the balance of funds at his disposal, in accordance with the Special Resolution passed in General Meeting held on the 17th August, and confirmed on the 3rd September.

Parties are requested to send in their shares for the preparation of Warrants with the least possible delay.

MONTAGUE MASSEY,
Liquidator.

Public Auction Sale

On Monday, the 23rd September 1867,
AT 12 O'CLOCK AT NOON,
At the Official Assignee's Office.

THE Right, Title, and Interest of Paterson Saunders, an Insolvent, of, and in the following property:—

No. 1.—A dwelling-house and premises, situate at Luckimpore, in the district of Mohundee, in Oudh, formerly the property of Captain Maurice Tweedie.

No. 2.—An undivided moiety, or half part, or share in a tract or piece of waste land containing about 5,000 acres, situate in Pergunnah Hyderabad, Zillah Mohundee, in Oude.

No. 3.—An undivided moiety, or half part, or share of, and in a tract or piece of waste land, containing about 3,062 acres, situate in Pergunnah Bhoor, Zillah Mohundee.

No. 4.—An undivided moiety, or half part, or share in a tract of waste land containiug by estimation 1,940 acres, situate in Pergunnah Bhoor, Zilliah Mohundee.

No. 5.—The undivided moiety of the said Paterson Saunders in a certain tract or piece of land containing 10,000 British statute acres, or thereabouts, situate in Pergunnah Bhoor, and known by the name of the Kishenpore and Manghie and Kochera Grants.

No. 6.—All the Right, Title, and Interest of the said Paterson Saunders in certain waste land in Assam, in the Zillah of Nowgong, in Mehal Dantipore, Mouzah Khalah, and estimated to contain 1,346 Acres, held under a Government Pottah for 99 years, granted to Paterson Saunders.

No. 7.—All the Right, Title, and Interest of the said Paterson Saunders in certain other waste lands in Assam, in Zillah Nowgong, in Mehal Dantipore, Mouzah Kolah, aforesaid, containing by estimation 633½ acres held under a Government Pottah for 99 years, granted to the said Paterson Saunders, and the said F. Read.

No. 8.—All the Right, Title, and Interest of the said Paterson Saunders in a certain other piece of waste land in Assam, in Zillah Nowgong, in Mehal Dantipore, Mouzah Soharee Monaghur, estimated to contain 705 acres, held under a Government Pottah for 99 years, granted to the said Paterson Saunders, and F. Read.

No. 9.—All the Right, Title, and Interest of the said Paterson Saunders, in a certain other piece or parcel of waste land, in the Zillah Nowgong, in Mehal Datipore, Mouzah Sohoree Balleechoosee, estimated to contain 865 acres held under a Government Pottah for 99 years, granted to the said Paterson Saunders and the said F. Read.

No. 10.—All the Right, Title, and Interest of the said Paterson Saunders, in a certain other land in Zillah Nowgong, estimated to contain 112 acres, which said grant is now known as the title Kholah plantation or grant. The said several grants and estates in Assam being together known as the Kholah tea estate and plantation.

The above ten parcels of properties are mortgaged to Messrs. Jardine, Skinner and Co.

The Right, Title, and Interest of Sreenauth Bose, an Insolvent.

In nine several pieces of lands and houses the Insolvent's share being described in the Schedule, situate at Bagram, Pergunnah Chaunuah, Thannah Dhonakally.

For further particulars enquire at the Official Assignee's Office.

Lost,

GOVERNMENT Promissory Note, No. 18980 of the 4 per cent. Loan of 1842-43, dated the 1st February, for Company's Rupees 500, originally standing in the name of Gourmoney Daby, and transferred to Coylass Chunder Sett, by whom it was never endorsed to any other person. Payment of the above Note, and of interest thereupon, has been stopped at the Loan Office, and application is about to be made to Government for the issue of a duplicate Note in favor of the Proprietor.

COYLASS CHUNDER SETT,

Echapore.

Lost,

A GOVERNMENT Promissory Note, worth (1,000) one thousand Rupees of No. 11377 of 8509 of 1835-36, dated the 31st March 1835, belonging to late Baboo Treelochun Mookerjee.

Lost,

FIRST-HALF of a Bank of Bengal Note, No. 14415, for Rupees 20.

HURRIS CHUNDER BISWAS.

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A21—72357, for Rupees 10, dated 20th July 1867.

Lost or Stolen,

THE Halves of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

No. A35—15179, for Rupees 50.
„ A22—11592, „ „ 20.

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A30—85127, for Rupees 100.

R. A. BARKER.

Lost,

THE Right-half of Government Currency Note, No. A38—45552, for Rupees 100, intimation of loss given to the Currency Office, Calcutta.

GOPAUL CHUNDER ROY.

Lost,

HALF of Government Currency Note, No. A6—10526, for Rupees 10.

Lost or Stolen,

THE Left-hand half of a Government Currency Note, No. A31—42739, for Rupees 10. Payment of which has been stopped at the Currency Office, Calcutta.

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A19—67809 } One Note, for Rupees 10.
„ A19—79451 }

Lost,

HALF of the following Government Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A34—44687, for Rupees 20.

GUNNES CHUNDER GHOSE.

Lost or Stolen,

HALVES of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

No. A11—94574, for Rupees 50.
„ A19—46144, „ 10.

Lost,

HALF of a Government Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A7—08489 } One Note, for Rupees 10.
„ A7—08486 }

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A7—83496, for Rupees 10.

GORACHAND AUD

Lost,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A35—45566, for Rupees 50.

W. H. ABBOTT.

Lost,

GOVERNMENT Currency Note, No. A35—3039 for Rupees 50, intimation of which has been sent to the Currency Office, Calcutta.

J. WINSTON.

Lost,

HALVES of the following Government Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

1st Half No. A12—09141, for Rupees 50, 15th July 1861.

1st Half No. A27—013992, for Rupees 20, 16th May 1862.

1st Half No. A31—40401, for Rupees 10, 6th May 1865.

Lost or Stolen,

HALVES of the following Government Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

Nos. A25—76962, for Rupees 20, and A21—43687, for Rupees 10.

LEWIS COSSERAT.

Lost or Stolen,

CURRENCY Note, No. A38—08127, for Rupees 100.

HERALOLL NUNDY.

Lost,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A21—94959, for Rupees 10.

SYUD MOHAMED HOSSEN.

Lost,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A7—56043, for Rupees 10.

Lost,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A27—75275, for Rupees 20.

LUKHUN CHUNDER HALDER.

Lost,

HALVES of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

Nos. A46—49974 and 49431, for Rupees 500 each.

Nos. A38—47279, 37382, 47662, and 47663, Rupees 100 each.

Lost,

...es of Currency Notes:—

...No. A27—78869, for Rupees 20.

...,, A21—16913, ,, 10.

Lost,

...s of the following Currency Notes, intimation of loss given to the Currency Office, ...:—

...half No. A19—94481, for Rupees 10.

...d do. ,, A19—94480, ,, ,, 10.

Lost,

LEFT-HALF of Calcutta Currency Note:—

No. A20—97127, dated 10th May 1862, for Rupees 10.

GOBURDHUN DEY,
Clerk Director's Office, Edl. Dept.

LAHORE,
The 28th August 1867.

With the permission of the Collector of Customs,

Mackenzie, Lyall & Company

Will sell by Auction,

On account of the Concerned,

AT NOON,

On Wednesday next, the 4th September 1867,

IN CUSTOM HOUSE GODOWN No. 2,

23 Cases of China Preserves,

Marked D [S] S

Landed damaged *ex*-Steamer *Arratoon Apcar.*

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ACTS AND ORDERS relating to the Engagement and Transport of Native Laborers under contract for employment in Assam, Cachar, and Sylhet. Price—8 Annas.

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IN THE

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NOTICE issued by the POST-MASTER GENERAL of BENGAL.

No. 176.

GOODS can be conveyed between Calcutta and Punkabarree daily (and also passengers when there is room or if a full cart is engaged) by Government Bullock Train. Packages for Darjeeling can only be prepaid as far as Punkabarree.

R. W. H. FANSHAWE, *Major*,
Post-Master Genl. of Bengal.

CALCUTTA,
The 17th December 1866.

NOTICES issued by the POST-MASTER of CALCUTTA.

No. 131.

The 28th August 1867.—The Overland Mail per Steamer *Mongolia* will be closed on Sunday, the 8th September 1867, at 6 P. M.

Letters for Madras, Ceylon, the Straits, China, Mauritius, Cape of Good Hope, St. Helena, and Australia can be sent by this opportunity.

Postage.	*Weight.*	*Viâ Marseilles*	*Viâ Southampton.*
	Under ½ Ounce	Rs. 0 6 8	Rs. 0 4
	„ 1 „	„ 0 13 4	„ 0 8
	„ 2 „	„ 1 10 8	„ 1

No. 132.

The 30th August 1867.—The Overland [illegible] the 18th August, and Express Packets of [illegible] idem, arrived at Bombay in time for th[illegible] land Steamer.

No. 133.

The 3rd September 1867.—Mails for Ch[illegible] and Akyab, for transmission per Steamer [illegible] will be closed at this Office on Thursday, the [illegible] instant, at 6 P. M.

No. 134.

The 3rd September 1867.—Mails for Rangoon, Moulmein, Penang, Singapore and Malacca, for transmission per Steamer *Cashmere*, will be closed at this Office on Friday, the 6th instant, at 6 P. M.

Letters, &c., for Port Blair can be sent *viâ* Rangoon by this opportunity.

Printed and Published for the Government by F. J. BARLOW, *at the Office of the Bengal Secretariat, Calcutta.*

APPENDIX TO

The Calcutta Gazette.

WEDNESDAY, SEPTEMBER 4, 1867.

NOTICE

Is hereby given that the sale of the Proprietary right of Government to the Estates enumerated in the following Advertisements of Sale will be made subject to these

CONDITIONS OF SALE:

1*st.*—The Estates to be sold, subject to the Government Revenue against each, to the highest arr[illegible] above the upset price.

2*nd.*—The sale to be subject to existing leases and to the rights conferred by the settlement pro[illegible]ngs and laws in force, and Purchasers to be bound to respect the rights of resident cultivators who [illegible], signed the Schedule of Assessment made by the Revenue Authorities.

3*rd.*—If the amount of purchase-money do not exceed Rupees 100, the whole amount to be paid [illegible] at once.

4*th.*—If the amount of purchase-money exceed Rupees 100, one-fourth of the amount bid to be immediately deposited. If the balance be not paid by noon of the fifteenth day after the sale, reckoning the day of sale as one, or if that day be a close holiday, then by noon of the first succeeding Office day, the sale to be cancelled, the sum deposited being forfeited to Government, and the Estate to be again put up for sale at the risk of the defaulting Purchaser after issue of advertisement as in the case of original sale.

5*th.*—In addition to the ordinary Government Revenue fixed on the Estates, the Purchasers shall be bound to pay for the construction of roads and improvement of communications one per cent. on the Government Revenue assessed from the date of entry upon the purchase. This sum will be leviable in the same manner as other arrears of Revenue.

By Order of the Board of Revenue, L. P.,

R. B. CHAPMAN,

Secretary.

ADVERTISEMENTS OF SALE.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Estates, situate in the District of Shahabad, will be put up to sale, in the Shahabad Collectorate, on Monday, the 16th September 1867, corresponding with 3rd Assin 1275 *F. S.*

The Purchasers of these Estates will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix :—

Number in Statement of Government Estates.	Number on the District Roll.	Names of Estates and Pergunnahs.	Area in Acres.	Government Revenue.			Upset Price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
147	3535	Mujhoulee Bhânpore, Pergunnah Dunwar.	386 1 13¾	1,207 0 0	12 1 0	1,219 1 0	2,414 0 0	
144	4530	Khurwoth, Pergunnah Dunwar ...	822 3 30¼	1,647 0 0	16 8 0	1,663 8 0	3,294 0 0	
137	4531	Bensâgur Khyrâdeeh, Pergunnah Dunwar	1,408 1 29½	2,031 4 0	20 5 0	2,051 9 0	4,062 8 0	

SHAHABAD COLLECTORATE, *The 7th August* 1867.

H. ALEXANDER,
Collector

NOTICE is hereby given that the Proprietary right of Government to the undermen— Estate, situate in the District of Mymensingh, will be put up to sale, at the Mymensingh C torate, on Wednesday, the 25th September 1867, corresponding with the 10th Assin 1274 *B. S.*

The Purchasers of this Estate will be subject to the Conditions of Sale notified under the sign of the Secretary to the Board of Revenue at the head of this Appendix :—

Number in Statement of Government Estate.	Number on the District Roll.	Name of Estate and Pergunnah.	Area in Acres.	Government Revenue.			Upset Price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P. Y.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
75	5356	Kismut Ramdebpore, Talook Sheeb Shunker Surma, Pergunnah Burbazoo.	373 1 19 26½	111 0 0	1 2 0	112 2 0	224 4 0	

COLLECTOR'S OFFICE ; *District Mymensingh, The 7th August* 1867.

H. J. REYNOLDS,
Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Estate, situate in the District of Hooghly, will be put up to sale, at the Hooghly Collectorate, on Thursday, the 19th September 1867, corresponding with 4th Assin 1274 *B. S.*

The Purchaser of this Estate will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix :—

Number in Statement of Government Estate.	Number in the District Roll.	Name of Estate and Pergunnah.	Area in Acres.	Government Revenue.			Upset price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
103	2601	Gholedigrooe, Pergunnah Boorsit ...	0 3 19	3 15 4	0 0 8	4 0 0	7 14 8	The right of the purchaser will be established from the 1st Bysack 1274 *B. S.*, on payment of Rs. 4 being the Government Revenue.

HOOGHLY COLLECTORATE,
9th August 1867.

E. H. WHINFIELD,
Offg. Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Estate, situate in the District of Bograh, will be put up to sale, at the Bograh Collectorate, on Wednesday, the 25th September 1867, corresponding with the 10th Assin 1274 *B. S.*

The Purchasers of this Estate will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix :—

Number in Statement of Government Estate.	Number on the District Roll.	Name of Estate and Pergunnah.	Area in Acres.	Government Revenue.			Upset price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
14	833	Talook Ramkanto, Pergunnah Borobajoo ...	0 2 14	.....	.....	.....	9 6 0	To be sold Revenue free.

BOGRAH COLLECTOR'S OFFICE,
The 21st August 1867.

W. WAVELL,
Offg. Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Khas Mehals, situated in the District of Nuddea, will be put up to sale, at the Nuddea Collectorate, on the 10th September 1867, corresponding with 26th Bhadro 1274 *B. S.*

The Purchasers of the Estates will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix :—

1	2	3	4	5	6	7	8	9
No. in Statement of Government Estates.	No. in the District Roll.	Names of Estates and Pergunnahs.	Area in Acres.	Government Revenue. Revenue assessed.	Government Revenue. Road Cess.	Total.	Upset Price.	Remarks.
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
190	2274	Bamunpookhuria, Pergunnah Bagwan ..	4 2 25	3 8 0	0 0 7	3 8 7	7 0 0	
192	2031	Mouzah Mohutpore, Turuf Mohutpore ...	24 0 8	24 0 0	0 3 10	24 3 10	48 0 0	
194	3001	Mouzah Goaldanga, Pergunnah Bagwan ...	21 0 14	14 11 6	0 2 6	14 14 0	29 7 0	

NUDDEA COLLECTOR'S OFFICE,
The 7th August 1867.

H. BELL
Offg. Collec

NOTICE is hereby given that the Proprietary right of Government to the underm Estate, situated in the District of Purneah, and mentioned in the Statement hereto annexed, put up to sale, in the Purneah Collectorate, on Monday, the 18th November 1867, corresponding the 3rd Aughun 1274 *B. S.*, or 7th Aughun 1275 *F. S.*

The Purchasers of this Estate will be subject to the Conditions of Sale notified under the s ture of the Secretary to the Board of Revenue at the head of this Appendix :—

Number	Towjee Number.	Name of Mehal and Pergunnah.	Approximate Area in Acres.	Government Revenue. Revenue assessed.	Government Revenue. Road Cess.	Total.	Upset price.
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.
118	498	Mouzah Bhandessar, Zillah Bhowaneepore, Pergunnah Dhurumpore.	72 1 7	48 0 0	0 8 0	48 8 0	96 0 0

PURNEAH COLLECTORATE,
The 5th August 1867.

J. B. WORGAN,
Officiating Collector.

PRINTED BY F. J. BARLOW, AT THE BENGAL SECRETARIAT OFFICE.

APPENDIX (No. II.) TO

The Calcutta Gazette.

WEDNESDAY, SEPTEMBER 4, 1867.

LAND SALE NOTICE.

NOTICE is hereby given, under Section VI., Act XI. of 1859, that the undermentioned Estate, in the District of Jessore, will be put up to public and unreserved sale, at the Collector's Office of it District, on the 7th September 1867, or 23rd Bhadro 1274 *B. S.*, for arrears of Revenue, which, the Regulations and Acts in force, are directed to be realized in the same manner as arrears of venue due on the 28th day of June 1867 :—

Class I.—Permanently-settled Estate.

No. 194.—Turuff Mullickpore, Pergunnah Mahamoodshahee; Sudder Jumma Rupees 3,777-5-2. this property one share at Rupees 2,978-6-4 in the name of Meer Baker Ally Chowdry has fallen arrear and will be sold. The second share belonging to Ram Chand Ghose of the aforesaid pro- y at a Sudder Jumma of Rupees 798-14-10 is not to be sold inasmuch a here is no balance due.

J. Monro,

Officiating Collector.

RE Collectorate,
he 14*th August* 1867.

Number of Statement of

BY F. J. Barlow, at the Bengal Secretariat Office.

APPENDIX (No. III.) TO

The Calcutta Gazette.

WEDNESDAY, SEPTEMBER 4, 1867.

STATEMENT shewing the Receipts and Disbursements on account of the Zemindary Dawk Fund in the Districts of the Bhaugulpore Division for the year 1866.

DISTRICT.	RECEIPTS.						DISBURSEMENTS.				
	No. of Estates and Government Revenue.		Rate per Cent. and Collections.		Otherwise received.	Total.	Establishment.	Contingencies.	Stationery.	Repairs to, and construction of, Dawk-sheds.	Total.
	Number.	Government Revenue.	Rate per cent.	Collections.							
		Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.
Bhaugulpore ...	1755 Mehals	6,61,031 5 0	1 0 0	*7,822 13 3½	†1,529 6 1½	9,352 3 5	6,930 4 0	359 15 2	60 10 0	140 13 0	7,491 10 2
Add balance of previous years...	..	.....	.....	.....	.....	1,159 13 8					
						10,512 1 1					
Deduct amount remitted to Monghyr on account of collections made in Mehals not in the criminal jurisdiction of Bhaugulpore but in that of Monghyr	...	.....	.....	.....	.....	220 4 3					
Balance ..	...	.....	.....	.....	.....	10,291 12 10					
			As. P. C.								
Monghyr ...	1584	7,90,887 11 10	5 11 17½	‡2,637 3 10	§1,082 15 6	3,720 3 4	5,878 0 11	39 10 0	4 0 0	201 9 0	6,123 3 11
Add balance of previous years...	...	.....	.....	.....	.....	3,520 7 7					
						7,240 10 11					

Purneah ...	594	1 [illegible]	[illegible]	[illegible]	[illegible]	[illegible] 9	6,664 1 10	80 11 9	96 0 0	222 2 0	7,062 15 7
Add balance of previous years...	...	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] 3 2					
						9,451 6 11					
Deduct amount of double assessment refunded to the Court of Wards, Dhurreenpore Estates	...	.....	...	.....	.....	1,117 3 0					
Balance ...	...	....	...	.....	.....	8,334 3 11					

* Including arrear collections.
† Fine and double assessment.
‡ Including the 220 received from Bhaugulpore.
§ Fine and do[illegible] assessment.

BHAUGULPORE,
The 16th August 1867.

A. MONEY,
Commissioner.

STATEMENT shewing the number of Dawk Mohurirs and Runners, Peons and Superintendents employed in the Districts of the Bhaugulpore Division during the year 1866.

District.	Number and Designation.	Rate of Salary per mensem.	Total per annum.	Remarks.
			Rs. As. P.	
Bhaugulpore.	1 Sudder Dawk Mohurir...	@ 20 ...	240 0 0	
	13 Mofussil Ditto ..	„ 4 per each..	624 0 0	
	1 Overseer ...	„ 15 ...	180 0 0	
	3 Ditto ...	„ 10 „ ...	360 0 0	
	96 Runners ..	„ 4 „ ...	4,608 0 0	
	3 Dhobees ...	„ 4 „ ...	144 0 0	
	2 Peons at the Sudder Post Office ...	„ 5 „ ...	120 0 0	
	1 Boat at the Sudder Ghât on the Ganges..	„ 16 ...	192 0 0	
	Total ...	.....	*6,468 0 0	* The reason that this amount is less than what is shewn in the column "E[illegible] ment" in the statement on the o[illegible] is, that owing to delay in the [illegible] the Establishment, the establ[illegible] 1865 continued to be em[illegible] February 1866, and the revise[illegible] ment was employed only fr[illegible] The revi[illegible] the tion of the post of Poun[illegible]k that of Dawk Mohurirs (Pou[illegible] getting Rupees 4 from Dawk [illegible] abolition of three of the seve[illegible] Overseers, and the reductio[illegible] number of Runners.
Monghyr.	1 Dawk Mohurir at Sudder Station ...	„ 20 ...	240 0 0	
	Mofussil Dawk Mohurirs	From 8 to [illegible] Rs.	1,632 0 0	
	1 Overseer ...	@ 14	[illegible] 0 0	
	1 Ditto ...	„ 15 ...	180 0 0	
	2 Ditto ...	„ 10 per each ...	240 0 0	
	73 Dawk Runners ...	1 @ 5 ...	60 0 0	
		72 „ 4 per each...	3,456 0 0	
	Total ...	.....	†5,976 0 0	† The reason of these amo[illegible] greater than what are she[illegible] column "Establishment" o[illegible] on the other side, is that the [illegible] in those columns are the actu[illegible] paid out after deductions on [illegible] fines.
Purneah.	1 Dawk Mohuririr at Sudder Station ...	„ 20 ...	240 0 0	
	15 Mofussil Dawk Mohurirs ...	7 @ 10 per each..	720 0 0	
		9 „ 8 „ ...	864 0 0	
	2 Overseers ...	„ 10 „ ..	240 0 0	
	75 Runners ..	„ 3-8 „ ...	3,750 0 0	
	27 Peons‡ ...	„ 5 „ ...	1,620 0 0	‡ The Government order a[illegible]thoriz[illegible] distribution of letters thro[illegible]gh Cl[illegible] dars was overlooked, and thes[illegible] Their were appointed for that purpose. services have been dispensed with in 1867.
	Total ...	.....	6,834 0 0	

N. B.—The delay in the submission of this Return has resulted from the delay in receipt of the Purneah Return, in which District the dawk accounts were very incompletely kept. Necessary instructions have been issued to the Magistrate of Purneah.

Bhaugulpore,
The 16th August 1867.

A. Momey,
Commissioner.

Printed by F. J. Barlow, at the Bengal Secretariat Office.

No. 36.] [389]

SUPPLEMENT TO

The Calcutta Gazette.

WEDNESDAY, SEPTEMBER 4, 1867.

OFFICIAL PAPERS.

Non-Subscribers to the GAZETTE *may receive the* SUPPLEMENT *separately on a payment of six Rupees per annum if delivered in Calcutta, or twelve Rupees if sent by Post.*

The License Tax.

From T. B. LANE, ESQ., Secretary to the Board of Revenue, Lower Provinces, to the Secretary to the Government of Bengal,—(No. 4632B., dated the 22nd August 1867.)

IN continuation of my letter No. 4522B., dated 16th instant, I am desired to report that, during the week ending 17th idem, a sum of Rupees 22,889-14 was collected in Calcutta, under Act XXI. of 1867; the number of licenses issued being 789. This, added to the amount realized up to the previous week, makes an aggregate sum of Rupees 3,23,893-5-5 collected, and a total number of 8,915 licenses issued.

2. A further sum of Rupees 773 on account of License Tax was refunded during the week, the total amounts of refunds, up to the period of report, being Rupees 6,377-12-11.

3. The total number of licenses issued, and the amount collected in the other districts of the Lower Provinces, as ascertained from the Returns received in this Office up to the end of last week, are noted below :—

	Up to end of		Total.
	June 1867.	July 1867.	
Licenses	13,612	15,299	28,911
Collections	1,34,066	1,60,417	2,94,483

4. The collections of July, as noted above, are on account of forty-two districts.

Memorandum from T. B. LANE, ESQ., Secretary to the Board of Revenue, Lower Provinces,—(No. 4707B., dated the 28th August 1867.)

SUBMITTED for the information of Government, in continuation of the Board's Report No. 4632B., dated 22nd August 1867.

2. The collections of July last, as noted below, are on account of forty-five districts.

Statement of amount collected and number of licenses issued, under Act XXI. of 1867, *in the Lower Provinces, up to the week ending 24th August* 1867.

	At the Presidency.		In the Mofussil.		Total.
	During the week ending 24th August 1867.	Total up to week of report.	*Up to end of*		
			June 1867.	July 1867.	
Licenses ...	667 0 0	9,582 0 0	13,721	16,183	29,904
Collections ...	10,299 1 4	3,34,192 6 9	1,33,620	1,67,963	3,01,583
Refunds ...	640 0 0	7,017 12 11	.....	.....	.....

From T. B. Lane, Esq., Secretary to the Board of Revenue, Lower Provinces, to the Secretary to the Government of Bengal,—(No. 4631B., dated the 22nd August 1867.)

With advertence to Government Order No. 3110, dated 9th instant, I am desired to report, in the subjoined table, the amounts deducted by the Examiner of Claims on account of License Tax from the salaries of Officers employed at the Presidency under the Supreme and Local Governments, respectively.

Deductions up to 3rd August 1867 from salaries of Officers serving under the—

Government of Bengal.	Government of India.	Total.
Rupees 23,100	Rupees 27,040	Rupees 50,140

2. The Board are not as yet in possession of complete information in regard to the deductions in the *Mofussil* from official salaries; nor are they informed at present of the realizations in the Postal Department under the Act.

3. They hope, however, to be soon in a position to report the further required particulars.

State of the Famine Districts.

Narrative for the week ending 19*th August* 1867.

We have had ample rain both in the Sadar and in the Bhadrak Sub-Division. The condition of the crops is excellent, and promises a plentiful harvest.

There is no immediate prospect of any difficulty arising in the district respecting salt, but any salt imported would find a ready sale.

(Sd.) T. F. Bignold,

Offg. Collector.

From T. E. RAVENSHAW, ESQ., Officiating Commissioner of the Cuttack Division, to the Secretary to the Board of Revenue, Lower Provinces,—(No. 1330, dated the 17th August 1867.)

REFERRING to your telegram of 16th instant, I forward copy of the last Statements and Narratives received from the Cuttack Collector on the 14th August, copies of these should have been sent to you direct, the Collector has been called to account for the omission, and requested to be careful that a recurrence is avoided.

Number of Seers of 80 *Talahs weight retailed for a Rupee.*

Names of principal Marts in the District.	Date of latest Return from each Mart.	Cleaned Rice in ordinary use.			Pulses in ordinary use.			Wheat.		Attah.		Janerah, Jowar and such Grains.	
		Dearest sort.	Cheapest sort.		Dearest sort.	Cheapest sort.		Ordinary price at this season.	Present price of cheapest kind.	Ordinary price at this season.	Present price of cheapest kind.	Ordinary price at this season.	Present price of cheapest kind.
			Ordinary price at this Season.	Present price.		Ordinary price at this Season.	Present price.						
HEAD-QUARTERS.	1867.	s. c.	s. c.	s. c.	s. c.	s. c.	s. c.	s. c.	s. c.	s. c.	s. c.	s. c.	s. c.
Cuttack ...	29th July	11 13	24 0	13 2	13 2	24 0	12 7½	24 0	11 2½	16 0	7 14	...	...
Jajipore ...	27th „	10 0½	39 0	13 2	9 3	27 0	13 2	10 8	7 14	6 9	5 0	...	...
Kendrapara ...	19th „	10 8	26 4	10 8	9 13	26 4	9 13	26 4	11 13	10 8	3 2	...	...
HEAD-QUARTERS.	1867.	s. c.	s. c.	s. c.	s. c.	s. c.	s. c.	s. c.	s. c.	s. c.	s. c.	s. c.	s. c.
Cuttack ...	5th Aug.	14 7	26 0	15 12	12 7½	24 0	11 13	25 0	6 9	16 0	5 4	...	...
Kendrapara ...	2nd „	11 13	26 4	11 13	10 8	26 4	10 8	26 4	11 13	10 8	3 4	...	...
Jajipore ...	3rd „	10 8	39 0	13 8	9 3	27 0	13 2	10 0	7 14	6 9	5 0	...	...

(Sd.) W. MACPHERSON,
Collector.

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morandum from W. MACPHERSON, ESQ., Collector of Cuttack,—(No. 364, dated the 13th August 1867.)

I HAVE only favorably to report of the state of the district as it is, and has been for the st few weeks.

2. There has been no increase of crime of any sort.

3. The crops are looking extremely flourishing, and the close advent of the Bealee arvest without any threatening of a flood, and with a favorable alternative of rain and sunine has put the people in better spirits, and brought into the market the small stores of ose who had previously declined to sell their grain, and this, together with the cutting of hall patches of Bealee in various parts of the district has been doubtless the cause of the les of Government rice not having increased so much as might have been expected on the wering of the rates.

4. I fully record my opinion that the state of the district and of the people is at this oment far better than could have been expected some months ago.

General Narrative of the week ending 19*th August* 1867.

RICE is a little dearer at all the markets, though the decrease of sales at our golahs and the statements of the villagers show that this is not the case in the rural parts of the district. The markets are supplied at present from Ganjam, and are frequented by people who buy grain as they require it, hence they are affected by small variations in the supply. The rivers have risen considerably, but rice from Sumbulpore has not yet found its way to Pooree; small quantities have reached Bubvanta and Damoodhurpore. There are no complaints of scarcity, but the reverse. The prospects of the crops continue excellent, and the Mahajuns are willing to advance money on the growing crops. Demand for employment and other forms of relief continues to fall off.

POOREE COLLECTOR'S OFFICE,
The 22nd August 1867.

(Sd.) H. C. B. C. RABAN,
Officiating Collector.

Memorandum from W. MACPHERSON, Esq., Collector of Cuttack, to the Secretary to the Board of Revenue, Lower Provinces,—(No. 399, dated the 24th August 1867.)

RICE has become considerably cheaper since my last report, particularly in the town of Cuttack, but there has been generally throughout the district a considerable reduction in the price. It is clearly proved by the great falling off in the sales at the Government golahs. At Kendradia, where a short time ago the sales averaged 70 to 100 bags a day, now only sell 10 to 15 bags, and a smaller decrease is observable at all the other golahs, this is of course attributable to the cutting of the Bealee and the favorable appearance of *Sarud* crop, inducing those who had small stores of rice to sell. At Oolabhur, I am informed, as much as 40 seers of paddy were procurable the other day for a rupee. The importations from Sumbulpore, Raipore, &c., into the town of Cuttack are large and regular, and there is every prospect of rice becoming considerably cheaper even than it is at the present moment.

The reports from the district as regards the crop are very favorable, and as things look at present there is little cause for anxiety.

Salt continues very dear at Jajpore at Kendraparah; there is said to be no scarcity, and it is considerably cheaper than it was this time last year.

Mortality among imported Laborers in Sylhet.

From R. BROWN, Esq., Fellow Royal College of Surgeons, Civil Assistant Surgeon, to DR. W. KEATES, Deputy Inspector-General of Hospitals, Dacca,—(dated the 30th June 1867.)

I HAVE the honor to acknowledge the receipt of your memorandum No. 176, of date 23rd May last, requesting me, in conjunction with the Magistrate, to draw up a full report on the mortality, &c. of the coolies imported into the Tea Gardens in Sylhet.

2. I propose in the first place to take into consideration, the mortality in the various gardens where it has been in excess, the probable causes thereof with the remedies, if any, adopted or proposed for its check, following th above by a few remarks of a general nature regarding the coolies question, i relation to the health of those imported.

3. Although the garden which, above the others, shows the greates mortality in the Sylhet District ought perhaps to be considered first, it bein one of a series of gardens belonging to one Company, had better be take with them. I will therefore take first in order the Estate of Cherragong belonging to Messrs. Jenings Brothers, as ranking next to the above in poin of mortality.

4. The plantation of Cherragong, which contains an area under cultiva tion of about 350 acres, is nearly due east of the station, at a distance o ten miles; there is a good road all the way fit for cart and pony traffic all th year round.

The cultivated part of the garden is remarkably open and free from jungl There is comparatively little uncleared land, and it has been opened about eigh or nine years. There is a swampy piece of ground not far from the lines and the Head-Quarters of the garden situated to the west of the lines and residence of the Manager. Part of this swampy ground is cultivated for rice, but the major portion is uncultivated.

The cooly lines are partly situated on a flat topped Teelah of low elevation, but most of them are on a dry piece of ground below. These lines are nearly new, are most substantially built and well drained. Their form is that of the usual long barrack partitioned in the inside.

Water is obtained from a stream at a short distance. There is also a tank near the lines but having been newly made, the water is not yet allowed to be used.

Medicines and medical attendance are provided for the coolies on a liberal scale, there being a resident Native Doctor and a visiting European Medical man. The Senior Partner of the Firm, Mr. C. B. Jenings, is most careful of his coolies, and carries out any suggestions made by the Medical Officer with promptitude.

5. As regards the mortality on the garden of Cherragong during the six months ending 31st December 1866, it appears to have been as follows:—

Total number of deaths during the six months	...	30
Total average strength of coolies ditto	...	148·4
Per-centage of strength ditto	...	20·21

The following shews the deaths in each of the six months.

DEATHS.

	July.	*August.*	*September.*	*October.*	*November.*	*December.*
Men ...	7	7	0	3	0	0
Women ...	3	4	2	1	0	0
Children ...	2	0	0	1	0	0

As it is a matter of considerable importance to contrast the mortality among coolies from different parts of the country, the following is proportion of the fatal cases as given by the Manager—

Bengal	...	6
North-West Provinces	...	10
Madras	...	12

leaving two unaccounted for. The average strength of the different classes of coolies during the six months being—

Bengal ...	106
North-West Provinces ...	41
Madras ...	20

Percentage of death.

Bengal ...	5·66
North-West Provinces ...	24·39
Madras ...	60·00

As shewing the effects of acclimatization and also indirectly the state of coolies on landing, the following is the length of residence in the fatal

above one year and under two years' residence two men, above six months under one year, ten women, fifteen men and three children.

The diseases to which the coolies succumbed were chiefly Fevers, Diarr-, Dysentery, and affections of the Liver and Spleen, usually ending in a nic dropsical condition of the whole body. The causes as far as known he mortality on this and the other gardens, will be considered when the istics of the others have been given.

6. I will now take up the gardens belonging to the Sylhet and Cachar Company, now in liquidation. In one of the gardens, *viz.*, Astergatch, nging to the above, the mortality has been greater than in any other in Sylhet District. During the six months from 1st July to 31st December, e would appear to have been four gardens kept up in the Sylhet Division e above Company, as follows: Teelanuggur (Head-Quarters) Lulleecherra rgatch and Kolagool.

7. The gardens of the (late) Sylhet and Cachar Tea Company, cover a ge space of ground. The nearest to the Sudder Station is Telanuggur on out-skirts of the property. It is situated about six miles to the east of the ion and is the last formed of the gardens. The next as regards distance, wo miles further in a north easterly direction from the above. Astergatch is twelve miles from the Sudder Station and lies nearly north from Lulleecherra. The cleared land although extensive, amounting in all to 1,000 acres on the whole division, bears but small proportion to the uncleared, which extends for miles, chiefly consisting of forest land and brushwood, between Lulleecherra and Astergatch, and also round the various clearings. The roads on the property are all pretty good.

Since the failure of the Company, some seven months ago, work was altogether stopped for months, the coolies being allowed to go. As a consequence of this, the lines, &c, have on the various gardens, fallen into considerable disrepair. Within the last two months, however, work on a limited

scale has recommenced on the above gardens, most of the old coolies having returned, the lines have, as far as I have seen, been repaired to suit the wants of the coolies as far as required.

Before the break-down of the Company, there was employed, looking after the coolies, a Native Doctor with a plentiful stock of medicines. The Civil Surgeon also visited as required.

At present there is, I understand, no medical attendance whatever for the coolies left.

8. The following are the medical statistics of the gardens :—

	Strength on the 1st July 1866.	*Died in six months.*	*Percentage of deaths.*
Teelanuggur ...	133	17	12·78
Lulleecherra ...	221	19	8·59
Astergatch ...	116	27	23·27
Kalagool ...	57	3	5·26

The total number of deaths during the six months on all four gardens, amounted to 66 out of 527 coolies or 12·43 per cent.

The districts from which the coolies are recruited, furnished the fatal cases in the following proportion :—

From North-West Provinces died ...	42
,, Bengal	24

The strength of the coolies and the proportion of deaths to strength from the various districts is unknown, no return having been furnished. The residence in the fatal cases is described as follows :

Residence of nine months (?) died ...	51
,, nearly three years (?) ,, ...	15

The diseases from which the coolies suffered, correspond with those given as affecting the coolies on the Cherragong Estate.

9. The last of the gardens on the list, which shewed an exception mortality during the six months, is that of the East India Tea Compan named Teelaghur. It is situated to the north-east of the station at a dist of about three and a half miles. It has an area under cultivation of es 350 acres and is pretty well cleared.

The total strength of coolies o the 1st July 1866, appeared to be

Total number of deaths during the six months ... in

Percentage of deaths to strength 15

The fatal cases would appear to have been recruited as follows :—

From North-Western Bengal ...	15
,, Lower Bengal	9

The strength of the coolies from the different districts and the propor of fatal cases has not been furnished.

The residence of the fatal cases appears thus :—

Over one year and under two years ...	4
,, six months and under one year ...	12
Under six months	7
Over two years	1

The nature of the diseases from which the coolies suffered, corresp exactly with that of the other gardens. A Native Doctor is kept an garden is visited by an European Medical man occasionally.

10. Having thus disposed of each individual garden in which the tality was high as regards the medical statistics, &c, it will now be my as far as I can, to explain the causes of mortality, taken generally as app ble to all the above gardens, and also particularly as applied to the sepa ones.

11. The general causes of mortality among the coolies may be divided into those acting upon the individual before reaching his destination and during transit, and those affecting him after reaching the garden for which he has been recruited.

12. As regards the 1st part of the above inquiry, one of the most important matters connected with it, is the class of coolies recruited for the Tea gardens, and this of course I intend discussing solely from a medical point of view. Coolies are chiefly imported from the following districts in the greatest numbers.

Chota Nagpore and surrounding districts, North-Western Bengal, and North-Western Provinces, Madras Presidency.

A few hill men and Assamese are also to be found on the gardens, but these are so few in number as not to be worthy of consideration in any enquiry like the present.

13. Among all the Tea planters I have spoken with on the subject, there is but one opinion as regards the class of coolies which alone are likely to remain healthly and able to work, and those are the class called "Dhangers," and are procurable in the districts of Chota Nagpore, Hazareebaugh, Sonthalea, &c. in any number (as a proof of this it may be stated that nearly all the coolies furnished by India to the Colonies are of the class mentioned.) On looking at the statistics preceding, it will be seen that this statement is borne out by actual facts, the statistics it is true cannot be relied on as absolutely correct, but making allowance for this, the contrast is very striking. It may here be mentioned that the coolies entertained as from the North-West Provinces, should more correctly be put down as from North-West or Hindustanee speaking Bengali, a class inferior in physique to inhabitants proper of the North-West.

A glance at the mortality on the Cherragong plantation, should set the propriety of introducing Madras coolies as laborers on the Tea gardens of this district at rest for ever.

14. The system of recruiting laborers has a very great deal to do with the mortality. Sufficient care does not appear to be taken that only healthy coolies are introduced. This cause of the excessive mortality is so glaring that is almost enough of itself to account for it. I have no hestitation in stating, as a result of my own personal observation and experience, that in 8-10 of the fatal cases, the coolies were suffering from serious organic diseases of the liver or spleen or both, before their introduction to the Tea districts. This statement is particularly applicable to those recruited from North-Western Bengal and Madras, from amongst whom the greatest proportional mortality occurred. That this is also the opinion of the Tea planters themselves, may be seen from the following: Mr. Jenings of the Cherragong Tea Estate says. "In my opinion the great cause of the mortality which exists on Tea plantations, is to be accounted for by first, the coolies who died were in a diseased state before they left their own houses, and consequently broke down entirely and gave themselves up after one or two attacks of fever, which generally ended in Dysentry. This along with the careless way in which they cook their food is the only reason I can assign." About the Madrassies, he thinks that these not being able to procure the food they had been accustomed to, operate unfavourably on them. He also says, "this damp climate is not suited to their constitutions, and once they get sick, they seem to make up their minds that they are going to die." Again, "next to the above (Madrassies) in mortality, come those recruited from the North-West Provinces, and I am of opinion that the men who died so rapidly, were in a diseased state at the time they were recruited, and consequently on their arrival here, it took but little sickness to carry them off. The coolies best suited for Tea plantations are Dhangers and Sonthals. North-West men I consider useless during the rains here."

15. Besides actual carelessness in passing unhealthy men, a system used to prevail and may still continue, of in some way or other changing the coolies *en route* and substituting either worn-out men who were not likely to live very long, or else a class of regular "bounty jumpers," who made a trade of enlisting as coolies and then deserting on arrival at their destination. I will relate one case which came under my own observation. On one occasion, when the East India Tea Company of Sylhet received a batch of coolies, I was asked by the Manager to examine several of them specially. I found two men incurably blind, and, from the appearance of the eyes, it was evident that the blindness was of long standing. It is absurd to suppose that these men could have been passed by any Medical Officer.

Again, Mr. Bell of the Sylhet Cachar Tea Company informs me, that he was at one time advised by a Cooly Contractor, that a splendid lot of Dhanger coolies had been dispatched for him. On their arrival, not one of the class named could be found. They were all of another class. Although it is a

difficult matter to trace any of the cases like the above to a termination, none of the planters I have ever seen, have any doubt about the fact that coolies are changed as above stated.

16. The mode of transit has, I consider, a good deal to do with the mortality. In a steamer there is often, in spite of the regulations on the subject, a good deal of over-crowding. I observed this frequently two years ago in Assam. The coolies are not allowed to land while the vessel is at anchor, and are consequently in a very dirty condition, and one predisposing to attacks of cholera and other affections of the bowels. As a set off against the above, there is the one advantage of a comparatively rapid transit.

All the planters I know would prefer getting their coolies by native boats in small batches. The time occupied by the journey is of course much increased, but the coolies have a run on shore every evening, and also do their cooking there. It is found practically that the health of the coolies brought up in this way is better during the journey, and they are landed in better condition than when brought up by steamer.

17. It would conduce towards the contentment and better health of the coolies imported, if more complete families were introduced, and the number of women sent, should, if possible, balance with that of the men imported. Coolies never, as far as I am aware, intermarry with the villagers in these parts.

18. At every station where coolies are landed in any number, there should be a commodious depot for their reception, until they can be taken to their destination. The want of this at this place has been little felt hitherto, as the planters mostly being near the station, can readily remove their coolies at once on arrival.

19. Having thus landed the coolies in the garden which is to be the scene of his future labours, it may now form a subject of inquiry what elements of sickness he is likely to be assailed by in the plantation and district itself. Speaking generally, I do not think that the district of Sylhet is more unhealthy than most other districts of Bengal. It is jungly and wet, but those physical conditions do not necessarily make a place unhealthy. I have gone over all the gardens reported on, but have failed to find out any thing special either in the physical characters of the various Estates, or in the housing of the coolies, water supply, &c. Any defects observed were so trifling as naturally to preclude the idea that they could account for any excess in the mortality. I must therefore pass over every thing relating to any particular garden, but taking the whole as alike, try and discover what causes, if any, in the plantations themselves as a whole, would help to account for the mortality.

20. One of the first causes operating on the coolies, especially the ones recruited from the North-West or Madras, is one of an intense feeling of disappointment. He finds that the glowing statements of the man who recruited him are all false, and that instead of getting, as he was very likely told he would, 15 Rupees or so a month, for sitting for a few hours a day under the shade, he finds that he actually has to work for a living. That this feeling, by inducing a despondent state of mind frequently acts as an incentive to disease, I have no doubt.

That the cooly is frequently deceived by designing recruiters is most undoubted, and I have become acquainted with numerous instances of it. I beg again to quote from the experiences of a tea planter of the district, as communicated to me and bearing on this point. "If you speak to such a man (one who wants work) and ask him why he came at all, if he was not willing to give an honest day's work for his pay, he will tell you he had been deceived and cheated; that he had never handled a Koodalie in his life; that the men with whom he had engaged, assured him that in the tea districts, he or she would have nothing to do but sit in the shade of a tea tree during the heat of the day, plucking now and then, as it pleased them, a few leaves therefrom, and for this work they were to receive Rupees 16, or one goldmohur per mensem. One man will tell you that he was a silversmith or a Sonar by trade, another was a sweetmeat-seller, another a durzee, a kobeewallah or professional singer, &c., &c., and that they all had been inveigled by that Shitan of a recruiter. Such men never turn out well; at least 50 per cent. of them are a dead loss to the proprietor, and such of them as are alive at the end of the three years, take their discharge and return to their native homes not rejoicing, broken-spirited and useless men."

21. Another source, I have no doubt, of discontent and consequent bad effect upon health, is in the want of bazars, &c., near the gardens. A native requires to be amused, and the want of a bazar with its bustle and life within a convenient distance, is to him a great deprivation, but that it is unavoidable is unquestionable.

22. The imported cooly is usually most careless and inattentive to habits of cleanliness. They are filthy personally, and have no wish to keep their dwellings clean. This is particularly observable in the newly imported cooly. As he settles down and reconciles himself to his situation, he becomes more careful; and many of the older coolies with their families are neat and clean personally, and as regards their houses and habits generally.

The cooly is often most careless about his food, which he will eat in a half raw state, and poison himself with unripe fruits and vegetables. Many an out-break of cholera on a tea plantation may be traced in a great measure to a reckless use of raw fruit in an unripe state, &c. When a cooly gets an economical fit on him, he, as I have seen, will live on almost nothing but badly cooked rice, until he starves himself into an illness.

23. The construction of the cooly lines in the main, on the majority of the gardens, I do not approve of. The less the cooly lines resemble barracks, the better. I should like to see the cooly quarter in an Estate resemble, as much as possible, a native village, with each man or family in possession of his own hut. Each cooly or family might be allowed to build his own hut with certain restrictions, and the only interference necessary would be to see that it was properly ventilated and drained, and kept tolerably clean. As regards appearance, there is no comparison as between lines constructed after this fashion with little plots of garden ground here and there, and the ugly long barrack so commonly seen.

24. As regards Medical attendance for the coolies when sick, each plantation should have an intelligent Native Doctor acting under the supervision of a Medical man of experience. Some of the so-called Native Doctors employed on the gardens are most ignorant and incompetent; but it is found so difficult to secure the services of qualified men, that the question is not an easy one.

25. As a conclusion to this part of the subject, it will be interesting to know how the health of the imported cooly contrasts with that of the labouring man, the native of the district, and whose villages border on the tea gardens. As far as regards the Dhanger cooly, I believe it may be safely affirmed that he enjoys much better health than the villager. He is better cared for, and can command Medical attendance whenever sick. That this is a correct statement I have no doubt, and it is borne out by the experience of the planter; on a garden three miles from the Station and in which there are upwards of 500 coolies, all Dhangers and allied classes, the deaths during the six months ending 31st December 1866, amounting to only 2 or 1½ per cent. As regards the coolies recruited from Madras, North-West, I believe them to be generally more unhealthy than the villagers.

26. So much has been said above, that there is but little room for any further observations, to recapitulate. However, one point seems well proved from the above, and that is that Dhanger or Sonthals are the only coolies imported, who seem to keep their health properly; and recruiting from other Districts should be placed under strict supervision, with a view to prevent the introduction of any but healthy coolies.

I have taken the liberty of introducing photographic groups of the various classes mentioned in this report. They are all, with one exception (the Stereoscopic group), from Mr. Jening's garden, Cherragong. They are not selected in any way, with the exception of the North-West men, who, the Manager informs me, were the best he could find on the Estate.

From T. Walton, Esq., Magistrate of Sylhet, to the Commissioner of the Dacca Division,—
(No. 338, dated the 9th July 1867.)

With reference to your office No. 50, dated 21st May, I have the honor to forward herewith a copy of the report submitted on the subject of mortality among coolies by the Civil Surgeon of this Station, and I have so often and so thoroughly discussed the question with him, and our opinions agree so clearly, that I can add very little to what has been already said by him.

2. There can be little doubt that the great mortality on the tea gardens in this District, is the fact that unhealthy laborers, or those clearly unsuited to this climate, are imported. I do not think any blame attaches itself directiy to the Managers here, but knowing, as they do, that only one class of men has been known to remain really healthy here, it may be doubted whether they have taken all possible pains to procure that class, and whether they might not have refused to take any others. The coolies are kindly treated apparently, and are well looked after in every way, and in no case have I been able to discover any special or local cause of great mortality.

3. I fully concur with the Civil Surgeon in the suggestions he offers for improving the sanitary condition of the coolies. The substitution of cooly villages for cooly lines, would, I believe, be attended with great advantage.

4. I regret that I am unable to account more particularly for the mortality during the last six months of last year, but the subject has received most serious attention for more than a month. With regard to the future, the most urgent requirement seems te be, the prohibition of the importation of Madrassees and North-West men to this District, and, after that, a stricter examination of the laborers sent before their departure, and improved and increased medical supervision on the tea gardens.

From H. L. Harrison, Esq., Junior Secretary to the Government of Bengal, to the Commissioner of the Dacca Division,—(No. 3643, dated the 26th August 1867.)

I am directed to acknowledge the receipt of your endorsement No. 80, dated 17th ultimo, submitting a report on the mortality among the coolies imported into the tea gardens in Sylhet, and in reply to communicate the following observations and orders.

2. The report shews conclusively that Madras coolies cannot live on the Sylhet tea gardens. It is not probable that further attempts will be made to import them to the gardens of the district.

3. The mortality among the Hindoostanee coolies is also so great here (as in other districts), that the propriety of prohibiting their importation will receive the Lieutenant-Governor's serious consideration.

4. In paragraph 14 of his report, Dr. Brown attributes the excessive mortality in a great measure to the system of recruiting laborers, and to th[illegible] want of sufficient care in the selection of healthy men. In the new Act wh[illegible] [illegible]as been [illegible]ssed by the Council of the Lieutenant-Governor, and which is [illegible] of the intendiernor General, provision is made for the medical examinat[illegible] impossible, such examination[illegible] they [illegible] distr[illegible]ts. When t[illegible] ha[illegible] objects of them will be to ascertain whether each man is physically capab[illegible] of doing the work for which he is engaged.

5. With reference to the statement contained in paragraph 15 of [illegible] report as to the practice of changing the laborers who have been passed a[illegible] substituting men who are unfit for labor, the Lieutenant-Governor wishes [illegible] know whether any of the cases in which laborers were supposed to have bee[illegible] changed at Kooshtea after being passed in Calcutta have been followed u[illegible] by the Magistrate or by the Protector of Emigrants; and if so, with wha[illegible] result. In the law every possible provision is made to guard against suc[illegible] frauds; but these precautions must be inoperative unless the cases ar[illegible] followed up, and endeavours made to fix the responsibility on the guilt[illegible] parties, when there is reason to suspect that the law has been evaded.

6. The disadvantages which are alleged to attend the conveyance o[illegible] coolies by steamer (referred to in paragraph 16) are avoidable. If th[illegible] planters prefer to bring up their coolies by boats rather than by steamers they can do so.

7. The establishment of depôts at landing places for the reception o[illegible] coolies suggested in paragraph 18 has been provided for in the new Act.

8. With reference to paragraph 20, relating to the deception practised upon the coolies by recruiters, I am to observe that every possible endeavour is made by the officials under the provisions of the law to make the laborers understand the nature of the contracts into which they are entering; but if their attempts prove unsuccessful, and if laborers still come up under mistaken and even sanguine notions as to their work and mode of life on the plantations, which expectations, when disappointed lead to a despondent state of mind and predispose to disease, so that, as is alleged, 50 per cent. of the men so deceived are a dead loss to the employer, it appears to the Lieutenant-Governor that it would be well for the interest of the employers to insist that their Agents who engage laborers

from the contractors' depôts shall do all in their power to open the laborer's eyes to the real state of things before entering into an engagement with him.

9. This would be also an effective remedy against the importation of men, who, by their previous occupations and habits of life, are disqualified from work on the gardens.

10. It must rest with the employer by the exercise of his personal influence over the laborers to check their injurious habits as described in paragraphs 21 and 22 of Dr. Brown's report.

11. With reference to the suggestion made in paragraph 23, for the construction of separate huts for the accommodation of the coolies, it is to be observed that the housing of the laborers in barracks has not yet been shewn to affect their healthiness or rate of mortality.

12. The Lieutenant-Governor fully recognizes the difficulty under which the planters labor from the want of efficient medical agency referred to in paragraph 24.

13. His Honor observes with satisfaction that the mortality among the imported laborers on the plantations in the District of Sylhet is not attributed to any causes for which the local managers of the garden are responsible.

14. His Honor desires that his thanks may be conveyed to Dr. Brown for his careful and interesting report.

Report on the Cultivation of Cinchona at Darjeeling during the Month of May 1867.

From T. Anderson, Esq., M. D., Superintendent of the Botanical Gardens, and in charge of Cinchona Cultivation in Bengal, to the Junior Secretary to the Government of Bengal,—
(No. 53, dated the 17th August 1867.)

I have the honor to forward the Report on the cultivation of Cinchona at Darjeeling during the month of May 1867.

Report on the Cultivation of Cinchona at Darjeeling during the month of May 1867.

During the month 46,526 plants were added to the number already planted out, thus raising the number of plants in permanent plantation to 1,87,497, nearly equal to an extent of 160 acres planted: 85,420 rooted cuttings were transferred to Nursery Beds. The increase during the month by seedlings and cuttings was 66,200.

The weather was damper and the temperature lower than during the corresponding period of the previous year. 10·5 inches of rain fell at 5,000 feet above the sea. The amount during May 1866 was 5·1.

Table shewing the temperature of the month at the different plantations.

Plantations.	Mean Maximum.	Mean Minimum.	Mean Temperature.	Remarks.
1st Plantation	Thermometer accidentally broken.			
2nd ditto	67·62	56·6	62·11	
3rd ditto	69·37	57·62	63·5	
4th ditto	76·17	59·5	67·83	
5th ditto	86·9	63·8	75·3	

Table shewing the Maximum and Minimum growth during the month of May 1867.

Names of Species.	Teesta.		Rungbee.		
	First Plantation.	Second Plantation.	Third Plantation.	Fourth Plantation.	Fifth Plantation
C. Succirubra ..	½ to 6 inches	1¼ to 5 inches.	Not measured.	None.	¼ to 4 inches.
C. Micrantha ..	1½ to 7 „	¾ to 9 „	Ditto.	2 inches.	1 inch.
C. Officinalis ..	Not measured	Not measured	½ to 3 inches.	¼ to 7 inches.	1 inch.
C. Pahudiana ..	Ditto.	Ditto.	Not measured	2 to 3¾ inches.	¾ to 2½ inches.

Number and Distribution of Cinchona plants in the Government Plantations at Rungbee on the 1st June 1867.

Names of Species of Cinchona.	Number in permanent Plantations.	Number of stock plants for propagation.	Number of seedlings or rooted cuttings in Nursery Beds for permanent Plantations.	Number of rooted plants in Cutting Beds.	Number of cuttings made during the month.	Total number of plants, cuttings, and seedlings.
C. Succirubra	1,20,328	16,500	1,51,950	85,649	26,000	4,00,4
C. Calisaya	3	1,008	None.	1,043	400	2,4
C. Micrantha	1,658	1,000	11,020	16,989	None.	30,6
C. Officinalis and Varieties ..	60,416	10,000	1,27,996	* 2,15,196	32,800	4,46,4
C. Pahudiana	5,092	None.	None.	None.	None.	5,09
Total ..	1,87,497	28,508	2,90,966	3,18,877	59,200	8,85,04

* 7,000 seedlings have been added.

J. Gammie,
Head Gardener in Charge.

TABLE shewing ... Cinchona ... and Rungbee Plantations, during the month of May 1867.

Names.	Numbers.	1st Plantation, (Teesta) Altitude.					2nd Plantation, (Teesta) Altitude.					3rd Plantation, (Rungbee) Altitude 4,410 feet.					4th Plantation, (Rungbee) Altitude 3,332 feet.					5th Plantation, (Rungbee) Altitude 2,556 feet.				
		Date of planting 1865.	Height in inches on the 31st March 1866.	Height on 1st May.	Height on 1st June.	Growth during May.	Date of planting 1865.	Height in inches on the 31st March 1866.	Height on 1st May.	Height on 1st June.	Growth during May.	Date of planting 1864.	Height in inches when planted.	Height on 1st May.	Height on 1st June.	Growth during May.	Date of planting 1864.	Height in inches when planted.	Height on 1st May.	Height on 1st June.	Growth during May.	Date of planting 1864.	Height in inches when planted.	Height on 1st May.	Height on 1st June.	Growth during May.
C. Succirubra	1	18th Nov....	5	56	57¾	1¾	18th Nov....	2	28½	28½	...	.....	...	...	...	...	29th July...	5	43	43	...	15th Oct....	6	129	130½	1½
Ditto ...	2	18th „ ...	5¾	34	39	5	18th „ ...	4½	27	27	...	.....	...	...	...	...	29th „ ...	6	23	23	...	15th „ ...	10½	56	58¾	2¾
Ditto ...	3	18th „ ...	4½	37½	38	½	18th „ ...	5	25½	29½	4	.....	...	...	...	...	29th „ ...	7½	34	34	...	29th July...	5½	60¾	64¾	4
Ditto ...	4	18th „ ...	4	34	35¾	1¾	18th „ ...	2	46¼	47½	1¼	.....	...	...	...	...	15th Oct....	10½	18	18	...	29th „ ...	3	66¾	67	¼
Ditto ...	5	18th „ ...	5	48	50½	2½	18th „ ...	2½	30¼	32¼	2	.....	...	...	...	...	29th July...	4¾	20¾	20¾	...	29th „ ...	5½	72	75	3
Ditto ...	6	18th „ ...	4¾	40½	44½	4	18th „ ...	3¾	27¼	29	1¾	.....	...	...	...	...	29th „ ...	4½	19	19	...	29th „ ...	3	64½	64½	...
Ditto ...	7	18th „ ...	2½	44	50	6	18th „ ...	4¾	43¼	45½	2¼	.....	...	...	...	...	29th „ ...	3½	41	41	...	29th „ ...	4	72	76	4
Ditto ...	8	18th „ ...	4¼	38½	43½	5	18th „ ...	3¼	30	35	5	.....	...	...	...	...	29th „ ...	2	32½	32½	...	29th „ ...	4½	52¼	56¼	4
Ditto ...	9	18th „ ...	5	42	47	5	18th „ ...	3	29¼	32¼	3	.....	...	...	...	...	29th „ ...	3	36¼	36¼	...	29th „ ...	4	77¼	79	1¾
Ditto ...	10	18th „ ...	1¾	18¾	22	3¼	18th „ ...	4	39½	43¾	4¼	.....	...	...	...	...	29th „ ...	3	44½	44½	...	29th „ ...	3	50¾	50¾	...
C. Micrantha	1	18th „ ...	2¾	19½	24	4½	18th „ ...	3	27	36	9	.....	...	...	...	...	15th Oct....	9	19½	19½	...	29th „ ...	5½	36	36	...
Ditto ...	2	18th „ ...	3½	39¾	42	2¼	18th „ ...	2½	45¾	46½	¾	.....	...	...	...	...	29th July...	6½	40	40	...	29th „ ...	6	32	32	...
Ditto ...	3	18th „ ...	1½	18½	25½	7	18th „ ...	2	18	22	4	.....	...	...	...	...	29th „ ...	3	37½	37½	...	15th Oct....	6	6¼	6¼	...
Ditto ...	4	18th „ ...	2	38½	43½	5	18th „ ...	1½	18½	21	2½	.....	...	...	...	...	29th „ ...	2½	27	29	2	29th July...	4½	29	30	1
Ditto ...	5	18th „ ...	3	45½	47	1½	18th „ ...	1½	22¾	31	8¼	.....	...	...	...	...	15th Oct....	3	45	45	...	15th Oct....	5½	33½	33½	...
C. Officinalis	1	.....	...	...	...	...	.....	...	...	...	...	15th Dec. ...	8½	31	32¾	1¾	15th „ ...	4	62½	62¾	¼	15th „ ...	5	55½	56½	1
Ditto ...	2	.....	...	...	...	...	.....	...	...	...	...	15th „ ...	6	28¾	31	2¼	15th „ ...	5½	68½	68½	...	15th „ ...	4½	35½	35½	...
Ditto ...	3	.....	...	...	...	...	.....	...	...	...	...	15th „ ...	5	24½	24½	...	15th „ ...	4½	39¼	41½	2¼	15th „ ...	5	46½	46½	...
Ditto ...	4	.....	...	...	...	...	.....	...	...	...	...	15th „ ...	5	24¼	25¾	1½	15th „ ...	5½	63½	63½	...	15th „ ...	4	53	53	...
Ditto ...	5	.....	...	...	...	...	.....	...	...	...	...	15th „ ...	5	29½	30¾	1¼	15th „ ...	5	51½	53½	2	15th „ ..	6	67¼	67¼	...
Ditto ...	6	.....	...	...	...	...	.....	...	...	...	...	15th „ ...	5½	26¼	26¼	...	15th „ ...	4	48½	52½	4	15th „ ...	4½	19	19	...
Ditto ...	7	.....	...	...	...	...	.....	...	...	...	...	15th „ ...	4	38	38½	½	15th „ ...	5½	37¼	37¼	...	15th „ ...	5	23	23	...
Ditto ...	8	.....	...	...	...	...	.....	...	...	...	...	15th „ ...	5	27¼	27¼	...	15th „ ...	4½	40	42¼	2¼	15th „ ...	5½	17½	17½	...
Ditto ...	9	.....	...	...	...	...	.....	...	...	...	...	15th „ ...	6	24¾	26¼	1¾	15th „ ...	4	44	51	7	15th „ ...	4	45	45	...
Ditto ...	10	.....	...	...	...	...	.....	...	...	...	...	15th „ ...	5½	32	35	3	15th „ ...	3	50	52¼	2¼	15th „ ...	4¾	58	59	1
C. Pahudiana	1	.....	...	...	...	...	.....	...	...	...	...	.....	...	...	...	...	15th „ ...	7½	61½	61½	...	15th „ ...	7½	38	38	...
Ditto ...	2	.....	...	...	...	...	.....	...	...	...	...	.....	...	...	...	...	15th „ ...	4½	60½	60½	...	29th July...	1½	7¾	7¾	...
Ditto ...	3	.....	...	...	...	...	.....	...	...	...	...	.....	...	...	...	...	29th July...	3	45½	45½	...	29th „ ...	2	89¾	90½	¾
Ditto ...	4	.....	...	...	...	...	.....	...	...	...	...	.....	...	...	...	...	29th „ ...	3	48½	50½	2	29th „ ...	3	44	44	...
Ditto ...	5	.....	...	...	...	...	.....	...	...	...	...	.....	...	...	...	...	29th „ ...	3	80½	80½	...	29th „ ...	2½	100½	103	2½
Ditto ...	6	.....	...	...	...	...	.....	...	...	...	...	.....	...	...	...	...	29th „ ...	3	44	44	...	29th „ ...	1½	75	77¼	2¼
Ditto ...	7	.....	...	...	...	...	.....	...	...	...	...	.....	...	...	...	...	29th „ ...	3	28	28	...	29th „ ...	2	45½	45½	..
Ditto ...	8	.....	...	...	...	...	.....	...	...	...	...	.....	...	...	...	...	29th „ ...	3½	72½	76¼	3¾	29th „ ...	2½	43½	43½	...
Ditto ...	9	.....	...	...	...	...	.....	...	...	...	...	.....	...	...	...	...	29th „ ...	3	45	45	...	29th „ ...	1½	61	63	2
Ditto ...	10	.....	...	...	...	...	.....	...	...	...	...	.....	...	...	...	...	29th „ ...	3	52	52	...	29th „ ...	4	62	62	...

T. Anderson, M. D.,
Superintendent of the Botanical Gardens,
and in charge of Cinchona Cultivation in Bengal.

Results of the Meteorological Observations taken at the Surveyor-General's Office, Calcutta, from 22nd to 31st August 1867.

Month.	Date.	Reduced Reading of Barometer at 10 A. M.	Thermometer. Highest Reading.	Thermometer. Lowest Reading.	Daily Range of the Temperature.	Mean Temperature for the day.	Mean Wet Bulb.	Computed Mean Dew-point.	Mean Degree of humidity for the day.	Prevailing Direction of Wind during the day.	Rain.	Max. Pressure of Wind.	General Remarks.
		Inches.	⊖	⊖	⊖	⊖	⊖	⊖			Inches.	lb.	
Aug. ...	22nd	29·686	86·0	80·5	5·5	82·5	80·0	78·2	0·87	S S E & S	...	...	Scattered cumuli, cirri and clear. Light rain at 6 and 11 A. M.
	23rd	·700	89·3	81·4	7·9	84·4	81·3	79·1	·85	S & S W & S S W	...	...	Scattered cirro cumuli and cumuli. Thunder at 3½ P. M. Lightning to W. at 8 P. M.
	24th	·733	83·6	77·0	6·6	81·7	80·2	79·1	·92	S & W S W & S by E	3·40	4·6	Chiefly overcast. High wind at 6½ A. M. Thunder from 7 to 9 A. M. Lightning at 8 A. M. Rain from 7 A. M. to noon and at 2 P. M.
	25th	·657	86·5	78·0	8·5	81·6	79·4	77·9	·89	N W & S W & S S E	0·48	...	Chiefly overcast. Rain from midnight to 4 A. M. and at 8 A. M.
	26th	·696	87·5	79·8	7·7	83·4	80·2	78·0	·84	S S E & S by W	0·20	0·4	Thin clouds and cumuli. Rain at 5½, 9, and at 12½.
	27th	·692	90·0	81·0	9·0	84·9	81·3	78·8	·83	S & S by W	...	0·2	Clear and scattered cumuli.
	28th	·726	90·5	81·0	9·5	84·9	81·5	79·1	·83	S & S S E	...	0·2	Chiefly scattered cumuli. Lightning at 10 P. M. Light rain at 4 and 8½ P. M.
	29th	·718	90·0	81·5	8·5	85·0	81·2	78·5	·82	S & S S E	...	...	Clear and scattered cumuli.
	30th	·653	91·6	82·0	9·6	85·8	81·0	77·6	·77	S & S by W	...	...	Clear and scattered cirri and cumuli.
	31st	·628	91·4	82·0	9·4	85·8	81·4	78·3	·79	S by W & S S E	...	...	Clear and cumuli.

The mean Temperature and the mean Wet Bulb are derived from the twenty-four hou Observations made durin ar the day.

The Dew-point is computed with the Greenwich constants. The figures in column ten represent humidity of the air, the complete saturation of which being taken at unity. The receiver of the l rain gauge is 1 foot 2 inches, and that of the Anemometer 70 feet 10 inches above the level o ground.

			⊖
The extreme variation of Temperature during the past ten days	...	...	14·6
The Max. Temperature during the past ten days	...	...	91·6
The Max. Temperature during the corresponding period of the past year	...	...	91·8
The mean humidity during the past ten days	...	...	0·84
The mean humidity during the corresponding period of the past year	...	...	0·85

			Inches.
The total fall of rain from 22nd to 31st... by lower rain gauge	...	...	4·08
by Anemometer gauge	...	...	3·39
Ditto ditto from 22nd to 31st, average of thirteen previous years		...	4·28
Ditto ditto between the 1st January and the 31st ultimo	...	...	45·73
Ditto ditto during the corresponding period of the past year	...	...	41·94

The 2nd September 1867.

Gopeenauth Sen,
In charge of the Observatory.

Meteorological Report up to 28th August 1867.

Stations.	August.	Hour.	Barometer reduced to 32°.	Thermometer. Dry.	Thermometer. Wet.	Wind. Direction.	Wind. Velocity.	Rain.	Weather.
			Inches.	⊖	⊖			Inches.	
Calcutta.	22nd	10	29·686	86	82	S S E	...	...	Scattered cumuli.
		16	29·593	85	81	S	...	...	Covered with cirri and nimbi.
	23rd	10	29·700	88	83	S S W	...	...	Covered with cumuli.
		16	29·600	87	82	S	...	...	Covered with thin clouds and nimbi to W.
	24th	10	29·733	79	78	W by S	...	...	Raining. Overcast; thunder and raining.
		16	29·604	83	81	W S W	...	3·40	Thin clouds.
	25th	10	29·657	83	80	S W	...	0·48	Overcast.
		16	29·560	84	81	S	...	...	Cirro cumuli and cumuli.
	26th	10	29·696	85	82	S S W	...	0·13	Scattered cumuli.
		16	29·595	88	82	S by W	...	0·07	Covered with cumuli and cirri.
	27th	10	29·692	87	83	S by W	...	...	Cumuli and scuds from S.
		16	29·602	90	82	S by W	...	...	Scattered cirri and cumuli.
	28th	10	29·726	87	82	S S E	...	...	Scattered cumuli.
		16	29·609	88	83	S by E	...	...	Drizzling, covered with cumuli.
Saugor Island.	22nd	9-30	29·667	86	82	S W	Light ...	...	Scattered clouds.
		16	29·605	87	82	S	Light ...	...	Ditto.
	23rd	9-30	29·695	87	82	S W by W	Light ...	...	Cloudy.
		16	29·613	88	84	S W	...	...	Ditto.
	24th	9-30	29·706	85	83	S W	Light ...	...	Clouds from S. W., heavy to the N. and E., distant thunder.
		16	29·610	85	84	S W	Light ...	...	Cloudy.
	25th	9-30	29·653	80	79	W	Light ...	1·40	Ditto; rain since last evening.
		16	29·571	85	81	S W	Light ...	...	Scattered clouds.
	26th	9-30	29·682	84	80	S W	Light ...	...	Clouds from S
		16	29·595	87	82	S	Light. ...	...	Scattered clouds.
	27th	9-30	29·685	87	82	S W	Light ...	...	Ditto.
		16	29·604	87	83	S	Moderate ...	...	Ditto.
	28th	9-30	29·707	87	83	S W	Light ...	...	Ditto.
		16	29·612	88	82	S	Light ...	...	Ditto.
[illegible]	22nd	9-30	29·641	81	79	S E by S	Light ...	...	Cumulus changing wind.
		16	29·559	82	79	S by W	Light ...	0·8	Stratus. A light shower before noon.
	23rd	9-30	29·641	82	80	S	Light ...	...	Cumuli.
		16	29·546	83	80	S	Light		
	24th	9-30	29·631	82	80	S S E	Light ...	1·42	Cumulus, a heavy shower this morning
		16	29·625	80	78	S S W	Light ...	0·85	Drizzling, blew strongly from S. at noon.
	25th	9-30	29·621	81	79	S	Light ...	...	Cumuli.
		16	29·549	83	80	S S E	Moderate ...	0·77	Blowing strongly since 11 hours.
	26th	9-30	29·645	83	79	S by W	Light ...	...	Cumulo stratus.
		16	29·556	83	80	S	Light ...	...	Cumulus.
	27th	9-30	29·633	84	80	S W	Light ...	...	Cirro cumulus.
		16	29·553	85	81	S S W	Light ...	...	Calm day. Cumuli.
	28th	9-30	29·643	84	81	S W	Light ...	...	Cumulus from N. to S. E., W. cirro cumulus.
		16	29·551	85	82	W	Light ...	...	Cumuli in the horizon, rest covered with nimbi.
Section	22nd	9-30	29·752	84	82	S W	Moderate ...	0·42	
1.		16	29·715	83	81	S W	Moderate ...	2·02	
2.	23rd	9-30	29·752	84	82	S W	Moderate.		
3.		16	29·718	82	80	S W	Light ...	0·30	
	24th	9-30	29·760	81	79	S E	Light.		
		16	29·728	82	80	S W	Light.		
	25th	9-30	29·765	79	77	S S E	Moderate ...	0·81	
18[illegible]		16	29·715	83	80	S W	Moderate ...	0·13	
18[illegible]	6th	9-30	29·755	83	80	S	Light.		
1[illegible]		16	29·700	85	81	S W	Moderate.		
4.	Cc[illegible]th	9-30	29·742	84	81	S E	Light ...	0·2	
5.	W	16	29·700	85	82	S W	Light.		
6.	Reh	9-30	29·730	85	81	S E	Light.		
7.	Ac	16	29·700	85	81	S W	Light.		
8.	Eff[illegible]d	9-30	29·775	86	81	S W by S	Light.		
9.	Eff	16	29·680	88	82	S by E	Light.		
10.	M[illegible]rd	9-30	29·804	88	82	S W by S	Light.		
11.	M	16	29·710	86	82	S by W	Light.		
12.	C[illegible]4th	9-30	29·802	83	78	W S W	Light.		
12.	C	16	29·720	86	85	S W	Moderate.		
	[illegible]25th	9-30	29·810	79	77	W by N	Light ...	3·8	
		16	29·681	81	77	W	Moderate.		
14.	26th	9-30	29·788	85	81	S W	Light		
		16	29·673	86	83	S	Light ...	0·1	
15.	27th	9-30	29·775	86	83	S	Light.		
		16	29·667	87	83	S	Moderate.		
	28th	9-30	29·770	87	81	S by E	Light.		
		16	29·650	86	82	S	Light.		
Madras.	22nd	10	29·799	91	75	N W by W	10*	...	Fine.
		16	29·679	90	78	S E by S.	14*	...	Ditto.
	23rd	10	29·792	89	76	W	14*	0·1	Ditto.
		16	29·665	91	79	S E by S	14*		
	24th	10	29·819	85	79	W S W	6*	2·18	
		16	29·693	87	80	S E by S	11*	...	Light clouds.
	25th	10	29·789	87	78	S W by W	5*	...	Passing clouds.
		16	29·673	86	78	E by N	9*	...	Ditto.
	26th	10	29·773	86	79	S W by W	11*	...	Ditto.
		16	29·614	87	80	S S E	6*	...	Ditto.
	27th	10	29·790	86	78	N N W	7*	...	Ditto.
		16	29·674	86	79	S E by E	8*	...	Cloudy.
	28th	10	29·787	88	78	W	6*	...	Passing clouds.
		16	29·662	89	80	E by S	8*	...	Fine.

* Velocity in miles per hour.

Stations.	August.	Hour.	Barometer reduced to 32°.	Thermometer. Dry.	Thermometer. Wet.	Wind. Direction.	Wind. Velocity.	Rain.	Weather.
			Inches.	⊖	⊖			Inches.	
Benares.	19th	10	29·426	90	80	W	...	...	Cirri, cumuli cirri.
		16	29·297	93	81	N W	...	...	Cumuli, strati.
	20th	10	29·374	90	81	S W	...	...	Cumuli.
		16	29·283	95	82	W	...	...	Cumuli, strati.
	21st	10	29·411	82	79	E	...	0·2	Ditto ditto.
		16	29·205	87	81	S	...	...	Cirri ditto.
	22nd	10	29·372	84	80	E	...	0·9	Cumuli nimbi.
		16	29·314	89	81	S E	...	...	Cumuli strati.
	23rd	10	29·463	91	81	S	...	...	Cumuli.
		16	29·347	95	83	S W	...	...	Cumuli strati.
	24th	10	29·481	86	82	S W	...	...	Ditto.
		16	29·384	85	81	N	...	...	Ditto.
	25th	10	29·450	90	81	W	...	...	Ditto.
		16	29·355	82	79	E	...	...	Cumuli nimbi.
Darjeeling.	19th	9-30	23·203	66	64	...	...	...	Calm, cumuli, agreeable morning.
		16	23·141	67	66	...	...	0·08	Calm. Thick mist.
	20th	9-30	23·178	65	64	S E	Light ...	0·08	Misty.
		16	23·106		65	W S W	Light ...	...	Misty. Rather muggy all day.
	21st	9-30	23·201	63	62	S E	Light ...	0·32	Misty.
		16	23·139	64	63	E	Light ...	0·12	Thick misty.
	22nd	9-30	23·243	68	66	S E	Light ...	1·66	Rather misty.
		16	23·185	65	64	E S E	Light ...	0·04	Thick mist. Disagreeable afternoon.
	23rd	9-30	23·247	67	66	S E	Light ...	0·12	Slightly misty. Agreeable morning.
		16	23·164	68	67	S W	Light ...	...	Misty. Rather muggy all day.
	24th	9-30	23·212	68	65	...	...	0·05	Calm. Scattered cumuli.
		16	23·158	68	66	S	Light ...	0·92	Rather misty.
	25th	9-30	23·233	66	65	S E	Light ...	0·52	Thick mist.
		16	23·157	65	64	S E	Light ...	0·03	Ditto, drizzling.
False Point.	11th	9-30	29·548	86	82	N W	...	1·1	Light weather heavy thunder and lightning to S., with rain at 15 hours.
		16	29·454	84	80	S W	...	...	Light weather, very heavy thun and lightning, with heavy rai squalls at 17 hours.
	12th	9-30	29·436	83	80	N	...	0·9	Squally.
		16	29·347	83	80	E	...	...	Fresh breeze and squally.
	13th	9-30	29·496	83	80	S W	...	0·6	Squally.
		16	29·456	83	79	W S W	...	...	Ditto weather.
	14th	9-30	29·539	82	79	W	...	1·2	Ditto ditto.
		16	29·459	82	79	W	...	...	Squally.
	15th	9-30	29·474	84	81	W	...	2·5	Hard squalls, rain.
		16	29·406	83	80	W	...	...	Squally weather.
	16th	9-30	29·576	83	81	W	...	1·2	Blowing very hard.
		16	29·503	84	81	W S W	...	...	Squally weather.
	17th	9-30	29·680	85	82	W S W	...	...	Moderate weather.
		16	29·600	85	82	W S W	...	...	Ditto ditto.

M. H. Ormsby, ll. b., c. e.,
Offg. Meteorological Reporter to Govt. of Ben

Bengal Secretariat,
The 29th August 1867.

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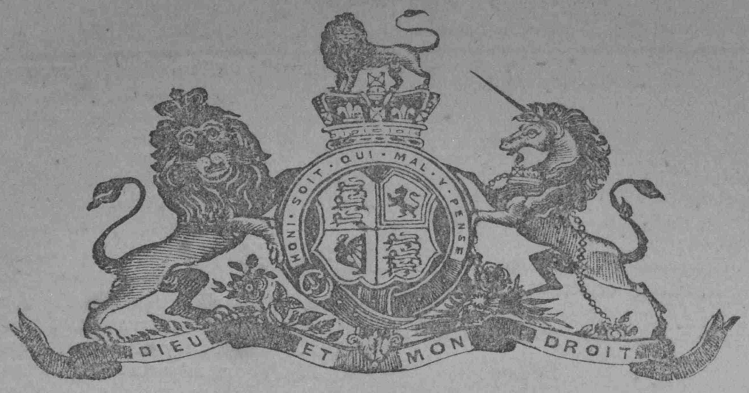

The Calcutta Gazette.

WEDNESDAY, SEPTEMBER 11, 1867.

Home Department.

LEGISLATIVE.

Simla, the 2nd August 1867.

THE following Bill and Statement of Objects and Reasons accompanying it are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at Meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations :—

THE INDIAN CONTRACT LAW, 1867.

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THE INDIAN CONTRACT LAW, 1867.

PART I.

PRELIMINARY.

Short title.

1. This Act may be called the "Indian Contract Law, 1867."

Interpretation Clause.

2. In this Act,—unless there be something repugnant in the subject or context :—

Number. Gender.

Words importing the singular number include the plural, words importing the plural number include the singular, and words importing the male sex include females ;

"Person."

"Person" includes any Company or Association, or body of persons whether incorporated or not ;

"Child."

"Child" in the case of any one whose personal law permits adoption, includes an adopted child ;

"Immoveable property."

"Immoveable property" includes land, any benefit to arise out of land, and things attached to the earth or permanently fastened to anything attached to the earth ;

"Moveable property."

"Moveable property" means property of every description, except immoveable property ;

"British India."

"British India" means the territories which are, or may become, vested in Her Majesty or Her Successors by the Statute 21 and 22 Vic., Cap. 106 (*an Act for the better government of India.*)

Repeal of Acts.

3. The enactments specified in the first Schedule hereto, are repealed ; but nothing herein contained shall be deemed to affect the enactments specified in the second Schedule hereto, nor any enactment of the Governor General of India in Council, the Lieutenant-Governor of Bengal in Council, the Governor of Fort St. George in Council, or the Governor of Bombay in Council, relating to the emigration or transport or contracts of Native Labourers, or saving the members of Municipal Committees from personal liability.

PART II.

OF CONTRACT IN GENERAL.

Contract defined.

4. A contract is an agreement between parties whereby a party engages to do a thing or engages not to do a thing.

A contract may contain several engagements, and they may be either by the same party or by different parties.

A contract may be expressed or implied, or partly expressed and partly implied.

A contract or part of a contract may be expressed either orally or by writing.

A contract or part of a contract is said to be implied when it is to be inferred from the circumstances of the case, and things spoken or written, or the ordinary course of dealing, may be accounted circumstances of the case.

Illustrations.

(*a.*) A. orally agrees with B. to buy of him at a certain price 500 maunds of rice. This is a contract expressed orally.

(*b.*) A. orders of B., by writing, 500 maunds of rice at a certain price. B. by writing accepts the order. This is a contract expressed by writing.

(*c.*) A. orally agrees with B. to buy of him 500 maunds of rice at a price to be fixed afterwards. The price is afterwards fixed by correspondence between A. and B. This is a contract expressed in part orally and in part orally and in part by writing.

(*d.*) A. orally orders B., a tailor, to make him a coat. B. accepts the order. The contract thus made contains an implied engagement by B. that the coat to be made for A. shall be of suitable materials, and shall fit A. ; and an implied engagement by A. that he will accept the coat, and will pay for it, if within a reasonable time it shall be so made.

(*e.*) A., by writing, orders of B. 500 maunds best rice, lying in his godowns. B. accepts. There is an implied engagement on A.'s part to reasonable price for the rice.

Who may contract.

5. Every person who is of the age of majority according to the law to which he is subject, and who is of sound mind, may enter into a contract.

Explanation 1.—Persons who are, deaf, or dumb, or blind, are not thereby incapacitated for entering into a contract, if they are able to know what they do by it.

Explanation 2.—One who is ordinarily insane may make a contract during an interval in which he is of sound mind.

Explanation 3.—No person can enter into a contract while he is in such a state of mind, whether arising from drunkenness, or from [illegible] or from any other cause, that he does not know what he is doing.

Retraction or alteration of proposal.

6. A proposal to enter into a contract may be retracted, or the terms of it altered by the party making it, at any time before it is accepted.

Explanation.—A proposal is said to be accepted when an expressed acceptance of it has been communicated to the proposer ; or when a letter of acceptance is posted or a telegraphic message of acceptance is delivered at a proper office, and the acceptance by letter or telegram is not cancelled by some communication which reaches the proposer before or at the same time with the letter or telegram of acceptance ; or when acceptance is to be inferred from the circumstances of the case.

Illustration.

A. sends goods to B. for sale or return. B. sells the goods to C. B. has accepted the goods.

7. A proposal does not bind the party making it, unless it be accepted within the time prescribed for its acceptance, or, if no time is prescribed, within a reasonable time.

Acceptance of proposal.

8. Any engagement which a contracting party has been induced to form by deceit or coercion, or by such influence as impedes or interferes with the freedom of his agency, renders the contract voidable at the option of that party.

Effect of deceit, coercion and undue influence.

Explanation 1.—Deceit may be practised on a person, not only by intentionally inducing him to believe what is not true, but by intentionally concealing truth from him.

Explanation 2. In order to enable a party to annul a contract by reason of deceit, it must appear, where a false representation has been made, that he relied on the representation; and where the truth has been concealed, that he had not the means with ordinary diligence of discovering the truth.

Illustrations.

(*a.*) A., intending to deceive B., falsely represents that 500 maunds of indigo are made annually at A.'s factory, and thereby induces B. to buy the factory. The contract is voidable.

(*b.*) A., in order to deceive B., falsely informs him that 500 maunds of indigo are made annually at A.'s factory. B., not relying on this statement, examines the accounts of the factory, which show that only 400 maunds of indigo have been made. After this B. buys the factory. The contract is not voidable on account of A.'s misstatement.

(*c.*) B. having discovered a seam of coal on A.'s estate, does not communicate that circumstance to A., and buys the estate at a price fixed by A. in ignorance of the existence of the coal. The sale is not voidable on account of B.'s conduct.

(*d.*) B. having discovered a vein of ore on the estate of A., adopts means to conceal and does conceal from A. the existence of the ore, so that A. cannot, with ordinary diligence, discern its existence. Through A.'s ignorance, B. is enabled to buy the estate at an undervalue. The sale is voidable.

(*e.*) A. is entitled to succeed to an estate at the death of B. B. dies. C., having received intelligence of B.'s death, conceals the fact from A., and induces A. to sell him his interest in the estate. The sale is voidable.

(*f.*) B., by deceit, induces A. to enter into an engagement with B. for the benefit of C., who is not privy to the deceit. The engagement is voidable.

(*g.*) A., a young female who has resided during her minority in the family of B., her guardian, continues to reside with him after attaining majority, and is induced, by means of his influence, to enter into a contract with B. which is disadvantageous to herself. The contract is voidable.

9. A person who, either knowingly or ignorantly, makes a false representation whereby he induces another to enter into a contract with him, is bound to place the other in the same position as it the representation had been true, and in default of his doing so the contract is voidable at the option of the person who has been misled.

Effect of false representation inducing a contract.

Explanation.—Where a party's consent to an engagement by contract has been given through a mistake as to the substance of the thing which is the subject of the engagement, and the mistake was occasioned, however innocently, by the other party, this has the same effect as a false representation.

Illustrations.

(*a.*) A. informs B. that A.'s estate is exempt from the payment of revenue to Government; B. thereupon buys the estate. It turns out that the estate is not exempt from the payment of revenue, and that such exemption cannot be obtained. The sale is voidable.

(*b.*) A. informs B. that A.'s estate is within a mile of the town of Ramnagar; B. thereupon buys the estate. The estate is found to be two miles from the town. The sale is voidable.

(*c.*) A. forms B. that A.'s estate is free form incumbrance. B. thereupon buys the estate. It turns out that the estate is subject to a mortgage. A. must redeem the mortgage; or if he cannot do so the contract is voidable.

(*d.*) A. and B. are partners in a mercantile business. A. is the managing partner, B. is ignorant of the state of the business. A. and B., in order to induce C. to become a partner with them, show him a statement of the affairs of the partnership, which is wrong by a large amount. C., relying upon the statement, joins the firm, and for several years does not discover the falsity of the statement. The contract of partnership is voidable at the option of C.

10. Where both the parties to an engagement by contract are under a mistake as to a matter of fact essential to the engagement, the engagement is void.

Mistake of fact.

Explanation—An erroneous opinion as to the value of the thing which forms the subject-matter of the contract, is not to be considered a mistake as to a matter of fact.

Illustrations.

(*a.*) A. agrees to sell to B. a cargo of goods, supposed to be on its way from England to Bombay. It turns out that before the day of the bargain the ship conveying the cargo had been cast away and the goods lost. Neither party was aware of these facts. The contract is void.

(*b.*) A. buys of B. a certain horse. It turns out that the horse was dead at the time of the bargain, though neither party was aware of the fact. The sale is void.

(*c.*) A. being entitled to an estate for the life of B., agrees to sell it to C. B. was dead at the time of the contract, but both parties were ignorant of the fact. The contract is void.

11. The validity of a contract is not affected by the circumstance that a party was at the time of making it under a mistake of law.

Mistake of Law.

Explanation.—A mistake in respect of a law not in force in British India has the legal consequences of a mistake not of law but of fact.

Illustration.

A. owes to B. a debt, the payment of which at a fixed time is guaranteed by C. B. contracts with A. to give time to A., C. not assenting to the arrangement. B. is not aware, at the time of entering into this contract, that its legal effect will be to discharge C. from liability under his guarantee. B. is nevertheless bound by his contract to give time to A.

12. The subject of every contract must be certain, or capable of being made certain.

Certainty of subject.

Illustrations.

(*a.*) A. agrees to sell to B. "100 tons of oil," the kind of oil not being specified or in any way indicated. The contract is void for uncertainly.

(*b.*) A, agrees to sell to B. 100 tons of oil of a specified description, known as an article of commerce. There is no uncertainty here to prevent the contract from being valid.

(*c.*) A., who is a dealer in cocoanut oil only, agrees to sell to be B. "100 tons of oil." The nature of A.'s trade affords an indication of the meaning of the words, and A. has entered into a contract for the sale of 100 tons of cocoanut oil.

(*d.*) A. agrees to sell to B. "all the grain in his granary at Ramnagar." There is no uncertainty here to prevent the contract from being valid.

(*e.*) A. agrees to sell to B. 1,000 maunds of rice at a price to be fixed by C. The subject of the contract is capable of being made certain, and there is no uncertainty here to prevent the contract from being valid.

Object and consideration. Promise when binding.

13. In order to the validity of an engagement by contract there must be a lawful object and a good consideration.

First Exception.—A person who makes a promise, whether upon good consideration or not, is bound to perform it if the promise be expressed in writing, and duly registered according to the provisions of the law for the time being in force for the registration of assurances, unless the promise is unlawful or is based on an unlawful consideration.

Second Exception,—A person who makes an express promise without good consideration is bound to perform it, if it be a promise to compensate wholly or in part a person who has already voluntarily done something which the person who makes the promise was legally compellable to do; or if it be a promise to pay wholly or in part a debt which the creditor is legally entitled to receive from the person who makes the promise, but of which, by reason of the law for the limitation of suits, he cannot enforce payment.

Explanation 1.—A good consideration must be something which, at the desire of the person entering into the engagement, another person has done or abstained from doing, or does or abstains from doing, or promises to do or to abstain from doing.

Explanation 2.—A good consideration must be lawful.

Explanation 3.—An object, a consideration, or a promise is said to be lawful when it is not contrary to law or to morality.

Illustrations.

(*a.*) A. engages by contract with B. to sell his house to B. for 10,000 Rupees. Here there is an engagement by A. to B., and an engagement by B. to A., and these engagements are valid, there being in each case a lawful object and a good consideration.

(*b.*) A. agrees to sell his house at Ramnagar to B. for 10,000 Rupees. Here the promise to pay the sum of 10,000 Rupees is the consideration for A.'s entering into the contract; and the promise to convey the house is the consideration for B.'s entering into the contract. These are good considerations.

(*c.*) A. engages to pay B. 1,000 Rupees at the end of six months if C., who owes that sum to B., fails to pay it. B. engages to grant time to C. accordingly. Here the engagement of each party is the consideration for the engagement of the other party; and they are good considerations.

(*d.*) A. engages, for a certain sum paid to him by B., to make good to B. the value of his ship if it shall perish by shipwreck on a certain voyage. Here A.'s promise is the consideration for B.'s payment, and B.'s payment is the consideration for A.'s promise; and these are good considerations.

(*e.*) A. engages to maintain B.'s child, and B. engages to pay A. 1,000 Rupees yearly for the purpose. Here the engagement of each party is the consideration for the engagement of the other party. They are good considerations.

(*f.*) A., B., and C. enter into a contract for the division among them of gains acquired or to be acquired by them by fraud. The contract is void.

(*g.*) A. undertakes to obtain for B. an employment in the public service, and B. agrees to pay 1,000 Rupees to A. The contract is void, as the consideration for it is illegal.

(*h.*) A., being agent for a landed proprietor, agrees, for money, without the knowledge of his principal, to obtain for B. a lease of land belonging to his principal. The contract between A. and B. is void, being contrary to A.'s duty as agent.

(*i.*) A., engages with B. to drop a prosecution which he has instituted against B. for robbery, and B. engages to restore the value of the things taken. The contract is void.

(*j.*) A.'s estate is sold for arrears of revenue under the provisions of an Act of the Legislature, by which the defaulter is prohibited from purchasing the estate. B. upon an understanding with A. becomes the purchaser, and agrees to convey the estate to A. upon receiving from him the price which B. has paid. B.'s engagement is void, as it renders the transaction in effect a purchase by the defaulter.

(*k.*) A. engages to superintend on behalf of B. a legal manufacture of indigo and an illegal traffic in other articles. B. enters into an engagement to pay to A. a salary of 10,000 Rupees a year. B.'s engagement is void—the consideration being in part unlawful.

(*l.*) A. voluntarily pays B. a sum of money which is due to B. from C. Afterwards C. promises to reimburse A., C. is bound to perform the promise.

Contract taking effect on happening of specified uncertain event.

14. An engagement by contract may be made to take effect only in case a specified uncertain event shall happen. The event may be the performance of something that constitutes the consideration or part of the consideration for the engagement, or it may be an event distinct from such performance.

Illustrations.

(*a.*) A. sells goods to B. for a fixed price and engages to deliver them to him on receiving payment in full. A.'s engagement to deliver the goods does not become absolute until B. pays or tenders to him the price.

(*b.*) A. sells goods to B. for a fixed price, to be paid by instalments; and engages to deliver them to him on receiving payment of the first instalment. A.'s engagement to deliver the goods does not become absolute until B. pays or tenders to him the first instalment.

(*c.*) A. enters into an engagement by contract with B. to buy B.'s house for 10,000 Rupees if A. shall survive C. A.'s engagement does not become absolute until C. dies, leaving A. surviving him.

(*d.*) A. enters into an engagement by contract with B. to sell a horse to B. at a specified price in case C., to whom the horse has been offered, shall refuse to buy. A.'s engagement does not become absolute until C. refuses to buy the horse.

Contract taking effect only when specified uncertain event does not happen.

15. An engagement by contract which is intended to take effect only in case a specified uncertain event shall not happen, does not become absolute until the happening of that event becomes impossible.

Avoidance of engagement intended to take effect only in case specified uncertain event shall happen.

16. Where an engagement by contract is intended to take effect only in case a specified uncertain event shall happen within a fixed time, and the time expires without the event having occurred, the engagement becomes void. Where no time has been fixed for the happening of the event, the engagement becomes void as soon as it is ascertained that the event will not happen.

Illustrations.

(*a.*) A. enters into an engagement by contract to pay B. a sum of money if a certain ship shall return within a year from the time of the contract. The year elapses without the ship having returned. The engagement becomes void.

(*b.*) A. enters into an engagement by contract to pay B. a certain sum of money if C. shall leave a son surviving him. C. dies, not leaving a son surviving him. The engagement becomes void.

When an engagement intended to take effect in case a specified event shall not happen, becomes absolute.

17. When an engagement by contract is intended to take effect in case a specified event shall not happen within a fixed time, the engagement does not become absolute until the time has expired without the event having occurred, or until, before the time fixed, it is ascertained that the event will not occur. Where no time has been fixed the engagement becomes absolute as soon as it is ascertained that the event will not happen.

Illustrations.

(*a.*) A. enters into an engagement by contract to pay B. a sum of money if a certain ship shall not return within a year. At the end of six months it is ascertained that the ship has been lost. The engagement has become absolute.

(*b.*) A. enters into an engagement by contract to pay B. a sum of money if a certain ship shall not return. It is ascertained that the ship has been lost. The engagement has become absolute.

Order of performance of different engagements.

18. Where the order in which different engagements are to be performed is not expressly fixed by the contract, it shall be that order which the nature of the transaction requires.

Illustrations.

(*a.*) A. enters into an engagement by contract to build a house for B. at a fixed price. B. engages to pay the price. B.'s engagement does not become absolute until A. finishes the house.

(*b.*) A., a tradesman, enters into an engagement by contract to make over his stock in trade to B. at a fixed price, and B. engages to give security for the payment of the money. A.'s engagement does not become absolute until the security is given; for the essence of the engagement is, that A. should have security before he delivers up his stock.

When one reciprocal engagements does not become absolute till performance of other.

19. Where one of two engagements by contract has been entered into in consideration of the other, and a time is appointed for the performance of one of them, which time is to arrive before the reciprocal engagement can be performed, the latter does not become absolute until the former has been performed.

Illustrations.

(*a.*) A. contracts with B. to sell to him at a specified price certain merchandise on board a ship which cannot arrive for a month, and B. engages to pay for the merchandise within a week from the date of the contract. A.'s engagement does not become absolute until B.'s engagement has been fulfilled.

(*b.*) A. contracts with B. to sell him 100 bales of merchandise to be delivered next day, and B. engages to pay for them within a month. B.'s engagement does not become absolute until the merchandise has been delivered to him.

The parties to a contract are bound to afford to each other all reasonable facilities for performing their engagements.

Liability of party preventing event on which contract is to take effect.

21. Where an engagement by contract is intended to take effect on the happening of an event, and the party who has entered into the engagement prevents the happening of the event, he becomes liable to perform the engagement, or to make compensation to the other party for any loss which he may have sustained in consequence of its non-performance.

Illustration.

A. engages to pay 1,000 Rupees to B. provided that B. shall execute certain work for him; and B. engages to execute the work. B. is already and willing to execute the work accordingly, but A. prevents him from doing so. A.'s engagement has become absolute.

Liability of one party failing to do act which he is bound to do, and which is necessary to enable the other to perform.

22. When a person having entered into an engagement by contract with another fails to do an act which he is bound by law to do, and which is necessary to enable the other to perform his part of the contract, the party who has failed to do such act is liable to make compensation to the other party for any loss or damage which he may have sustained in consequence of the non-performance of it.

Illustrations.

(*a.*) A. hires B.'s ship to take in and convey from Calcutta to the Mauritius a cargo to be provided by A., B. receiving a certain freight for its conveyance. A. does not provide any cargo for the ship. A. must make compensation to B. for his failure.

(*b.*) A. enters into an engagement by contract with B. to execute certain builder's work, for a fixed price, B. supplying the scaffolding and timber necessary for the work. B. refuses to furnish any scaffolding or timber, and the work cannot be executed. B. is bound to make compensation to A. for any loss caused to him by the non-execution.

When time is essential.

23. When there are mutual engagements by contract, and one of them is an entire and indivisible engagement by contract for the doing of a particular thing by a fixed time, time is of the essence of the contract, and unless the thing be done at the stipulated time the reciprocal engagement, if any, does not become absolute.

Effect of doing several things, but not at the times specified.

24. Where there are mutual engagements by contract, and one of them is an engagement for the doing of several things at different times, and the things stipulated are done, but not at the times specified, this irregularity does not prevent the reciprocal engagement from becoming absolute, but the person who entered into the latter engagement is entitled to compensation for any loss which he may have sustained in consequence of the irregularity.

Conditional Contract.

Failure to fulfil condition.

25. When an engagement by contract is conditional, and the condition fails to be fulfilled, the engagement becomes void.

Illustration.

A. engages to pay 10,000 Rupees to B. if he will marry A.'s daughter A.'s daughter was dead at the date of the engagement. The condition cannot be fulfilled, and the engagement is void.

Contract conditioned to be terminated or varied on the happening, or not happening of a specified uncertain event.

26. An engagement by contract may be made with the condition superadded, that it shall be terminated or varied in case a specified uncertain event shall happen or that it shall be terminated or varied in case a specified uncertain event shall not happen.

When such conditions are invalid.

27. A condition of the kind described in the last preceding section is invalid and does not affect the engagement to which it is superadded, if at the time of the contract the event is impossible, or if it is repugnant to law or morality, or inconsistent with the main purpose of the contract.

Result of such conditions subsequently becoming unlawful or impossible.

28. An engagement to which is superadded a condition of the kind described in Section 26 becomes void if the fulfilment of the codition is, subsequently to the contract, rendered unlawful, or is made impossible by some unforeseen event which the person who entered into the engageement could not prevent.

Illustrations.

(*a.*) A. engages to pay B. 5,000 Rupees, provided that the engagement shall be void if A. takes in cargo for B. at a certain port. The Government afterwards declares war against the country in which the port is situated, so that A. cannot trade there. The engagement becomes void.

(*b.*) A., a singer, who has undertaken to sing at B.'s theatre, engages to pay B. 20,000 Rupees, provided that the engagement shall be void if A. sings at B.'s theatre on a certain number of nights in the month of June. A. before June loses his voice through illness. The engage ment to pay 20,000 Rupees becomes void.

Termination or variation of contract made with condition subsequent that it shall be terminated or varied unless a certain person perform a specified act.

29. Where an engagement by contract is made with a condition superadded, that it shall be terminated or varied unless a certain person shall perform a specified act, but no time is specified for the performance of the act; if such person takes any step which renders impossible or indefinitely postpones the performance of the act required, the engagement shall be terminated or varied as if such person had died without performing the act.

Discharge of alternative obligation where one of the two things is unlawful or impossible.

30. If a condition of the kind described in Section 26 consists in doing one or the other of two things, and one of them is unlawful or impossible, the condition can only be fulfilled by doing the other.

Illustration.

A. engages by contract to pay B. a fixed sum, provided that if A. delivers to B. on a certain future day either 20 maunds of the finest rice, or a certain quantity of opium to be obtained contrary to law, the engagement shall be void. The condition cannot be fulfilled otherwise than by the delivery of 20 maunds of the finest rice.

Liability of person failing to do an act which he has engaged to do.

31. A person who fails to do an act which he has engaged by contract to do, shall make compensation to the person in whose favour the act was to be done.

Exception.—A man incurs no liability through the non-performance of an act which he has engaged by contract to do, where, since the date of the contract, the performance of the act has been rendered unlawful, or has been made impossible by some event of which he did not, expressly or by implication, take upon himself the risk.

Illustrations.

(*a.*) A. engages to deliver to B. at a certain price, at a specified time and place a cargo of merchandise then at sea in his ship. The ship is afterwards lost at sea, with its cargo. A. is liable to make compensation to B. for the non-performance of his engagement.

(*b.*) A. freighted B.'s ship to proceed to Island of Ichaboe, and there to take in a cargo, of guano to be supplied by A. and to convey it to a certain port. The guano at Ichaboe was entirely exhausted before the ship arrived, and it was impossible for A. to supply a cargo. A. must make compensation to B. for the non-performance of his engagement.

(*c.*) A., the owner of a music hall, agrees to let B. have the use of it for four days in June for the purpose of giving concerts in it; B. to pay 1,000 Rupees a day. On the 30th of May the hall is accidentally destroyed by fire without the fault of either party. Neither party is bound to make compensation for the non-performance of the act which he engaged by the contract to do.

(*d.*) A., a painter, enters into an engagement to paint a picture for B. A. becomes blind. A. is not liable to make compensation to B. for not painting the picture.

(*e.*) A. engages to take in cargo at a certain. port. The Government afterwards declares war against the country in which the port is situated, so that A. cannot trade there. He is not bound to make compensation for failure to take in cargo at the specified port.

Rule of Construction

Interpretation of Contracts.

32. For the purpose of determing questions as to the meaning of a contract, a Court must inquire into every material fact relating to the situation of the parties to, or the subject-matter of such contracts, and into every fact a knowledge of which may conduce to the right application of the words which the contracting parties have used.

Performance of Contract.

Person by whom contract is to be performed.

33. An engagement by contract must be performed by the person who has entered into it, unless its nature be such that it can be properly performed by another, in which case he may employ a competent person to perform it; or if he dies before performance, his representatives may perform it, or employ a competent person to do so.

Illustrations.

(*a.*) A. engages to pay B. a sum of money. He may perform this engagement, either by personally paying the money to B, or by causing it to be paid to B. by another; and if a A. dies before the time appointed for payment his representatives may perform the engagement.

(*b.*) A engages to paint a picture for B. This engagement cannot be performed except by A.'s painting the picture himself.

Effect of accepting performance from a third person.

34. Where a person who is entitled to claim from another the performance of an engagement accepts such performance from a third person, he cannot afterwards enforce it against the person who entered into the engagement.

Dispensation with, or remittance of, or acceptance of satisfaction in lieu of, performance.

35. A person who is entitled to claim performance of an engagement may dispense with or remit such performance wholly or in part, or may extend the time for it, or may accept instead of it any satisfaction which he thinks fit.

Illustrations.

(*a.*) A. engages to point a picture for B. wards expressly forbids him to do so. A. is no bound to perform the egagement.

(*b.*) A. owes B. 5,000 Rupees. By agreement A. es B. and B. accepts, in satisfaction of the whole de til Rupees paid at the time and plece at which t le. Rupees were payable. The whole debt is discha.

(*c.*) A. owes B. 5,000 Rupees. C. pays to in- Rupees, and B. accepts them, in satisfaction of y in on A. This payment is a dischaoge of the whole ain

(*d.*) A. owes B., under a contract, a sum of mo a amount of which has not been ascertained. A., ascertaining the amount, gives to B., and B., in sa tion thereof, accept the sum of 2,000 Rupees. This discharge of the whole debt, whatever may be its am

(*e.*) A. owes B. 2,000 Rupees, and is also inde othor creditors. A. makes an arrangement wit creditors including B., to pay them a compositio annas in the rupee upon their respective demands. ment to B. of 1,000 Rupees is a discharge of B.'s de

Acceptance of new contract in substitution.

36. If a person who is entitled to claim performance of an engagement by contract accepts a new and distinct contract by way of substitution for the existing one, the original engagement is no longer in force.

Illustrations.

(*a.*) A. owes moneo to B. under a contract. It is agreed between A., B., and C. that D. shall thenceforth accept C. as his debtor instead of A. the old debt of A. to B. is atan end, and a new debt from C. to B. has been contracted.

(*b.*) A. owes B. 10,000 Rupees. A. enters into an arrangement with B. and gives him a mortagage of A.'s estate for 5,00 Rupees in place of the debt of 10,000 Rupees This is a new contract.

(*c*) A. and B. have mercantile transaction with each other, and A. thereby becomes indebted to B. in the sum of 10,000 Rupees, for which B. holds no security. Afterwards A. executed a bond in favor of B. to secure the payment of the dum due to him. The execution of this bond does not constitute a new and distinct contract.

(*d.*) A. owes B. 1,000 Rupees under a contract; B. owes C. 1,000 Rupees. B. orders A. to pay 1,000 Rupees to C. C. does not assent to the arrangement. B. still owes C. 1,000 Rupees, and no new contract has been entered into.

Time and place for performance.

Time for performance of engagement where no time is specified, and no application to be made.

37. Where by the contract a person is to perform his engagement without application by the person with whom he made the engagement and no time for performance is specified, the engagement must be performed within a reasonable time.

Explanation.—The question, what is a reasonable time, is in each particular case a question of fact.

Time for performance of engagement where time is specified, and no application to be made.

38. When an engagement is to be performed on a certain day, and the person entering into the engagement has undertaken to perform it without application, he has the whole of that day to perform the engagement in; subject to this qualification, that the person who is to receive performance is not bound to receive it before or after the usual hours of business, or at any other place than that at which the engagement ought to be performed.

Illustration.

A. engages to deliver goods at B.'s warehouse on the 1st January. On that day A. brings the goods to B.'s warehouse, but after the usual hour for closing it, and they are not received. A. has performed his engagement.

Application for performance at a proper time and place.

39. When the engagement is to be performed on a certain day, and the person entering into the engagement has not undertaken to perform it without application, it is the duty of the person in whose favour the engagement is made, to apply for performance at a proper time and place.

Explanation.—The question, what is a proper time and place, is in each particular case a question of fact.

Place for performance of engagement, where no application to be made and no place fixed.

40. Where an engagement is to be performed without application, and no place is fixed for the performance of it, the person bound by the engagement must perform it at any reasonable place which the person with whom the engagement was made may appoint.

Illustration.

A. undertakes to pay B. 1,000 Rupees on a fixed day. A. must apply to B. to appoint a reasonable place for the purpose of receiving it, and must pay it to him at such place.

Performance in manner or at time prescribed or sanctioned by person entitled to claim it.

41. The performance is valid if made in any manner or at any time which the person entitled to claim performance may have prescribed, or may have subsequently sanctioned.

Illustrations.

(*a.*) B. owes A. 2,000 Rupees. A. desires B. to pay the amount to A.'s account with C., a banker. B., who also banks with C., orders the amount to be transferred from his account to A.'s credit, and this is done by C. Afterwards, and before A. knows of this, C. fails. This is a good payment by B.

(*b.*) A. and B. are mutually indebted. A. and B. settle an account by setting off one item against another, and B. pays A. the balance found to be due from him upon such settlement. This amounts to a payment by A. and B. respectively of the sums which they owed to each other.

(*c.*) A. owes B. 2,000 Rupees. A. and B. agree that B. shall receive some of A.'s goods in reduction of the debt. The delivery of the goods operates as a part payment.

(*d.*) A. owes B. 2,000 Rupees. A. gives to B., and B. accepts a cheque for that amount drawn by A. This operates as payment, provided the cheque be duly paid.

(*e.*) A. desires B., who owes him a sum of money, to remit the amount of his debt by post. The debt is discharged as soon as B. puts into the post a letter containing the money, duly addressed to A.

Appropriation of Payments.

Where there are several distinct debts, and the debt to which payment is to be applied, is indicated.

42. Where a man owing several distinct debts to one person, makes a payment to him, either with express intimation, or under circumstances implying that the payment is to be applied to some particular debt, the payment, if accepted, must be applied accordingly.

Illustrations.

(*a.*) A. owes B. (among other debts) 1,000 Rupees upon a promissory note, which falls due on the 1st June. He owes B. no other debt of that amount. On the 1st June A. pays to B. 1,000 Rupees. The payment is to be applied to the discharge of the promissory note.

(*b.*) A. owes to B. (among other debts) the sum of 567 Rupees. B. writes to A. and demands payment of this sum. A. sends to B. 567 Rupees. This payment is to be applied to the discharge of the debt of which B. had demanded payment.

Where there are several distinct debts, and the debts to which payment is to be applied, is not indicated.

43. Where the debtor has omitted to intimate, and there are no other circumstances indicating, to which debt the payment is to be applied, the creditor is at liberty to apply it at his discretion to any lawful debt actually due and payable to him from the payer, on giving notice thereof to the payer within a reasonable time.

When neither party makes any appropriation.

44. Where neither party makes any appropriation, the payment shall be applied in discharge of the debts in order of time. If they are of equal standing, the payment shall be applied in discharge of each proportionately.

Offer of performance.

Effect of refusal to accept offer of performance.

45. Where a person who has come under an engagement to another has made him an offer of performance, and the offer has not been accepted, the person who has made such offer is not responsible for non-performance so caused, nor does he thereby lose his title to claim performance of any reciprocal engagement.

Requisites to valid offer of performance.

46. In order to constitute a valid offer of performance, the following Rules must be observed :—

1*st.*—The offer must be made at a proper time and place, and under such circumstances that the person to whom it is made may have a reasonable opportunity of ascertaining whether the thing tendered really is what it purports to be.

2*nd.*—The offer must be a tender of the whole thing which the other party to the engagement is entitled to demand.

3*rd.*—It must be unconditional.

4*th.*—An offer to one of several joint creditors has the same legal consequences as an offer to all of them.

Explanation.—Where the performance of an engagement would involve the production of a certain thing, it is not necessary to the validity of a tender that the thing should actually be

produced, if the person entitled to claim performance does not require that it should be produced.

Joint liabilities and rights.

Devolution of joint liabilities.

47. When two persons have jointly come under an engagement by contract to a third person, then, unless a contrary intention appears by the contract, the liability to perform the engagement rests, as between them and him, on those two persons during their joint lives, and after the death of either, on his representative jointly with the survivor, and after the death of the survivor, on the representatives of both jointly.

Liability of persons jointly bound.

48. As between themselves, persons, who have jointly come under an engagement are bound (unless a contrary intention appears by the contract) to bear the burden of its performance equally; and if one of them is unable to bear his share of the burden, the others must make up the deficiency by equal contributions.

Explanation.—This rule is not to prevent a surety from recovering his disbursements from the principal, or to entitle the principal to recover anything from the surety.

Illustrations.

(*a.*) A., B., and C. are under a joint engagement to pay D. the sum of 3,000 Rupees. A. is insolvent, but his assets are sufficient to pay one-half of his debts. A.'s estate pays 500) Rupees. B. and C. must pay 1,250 Rupees each.

(*b.*) A., B., and C. are under a joint engagement to pay D. 3,000 Rupees A. and B. being in fact only sureties for C. C. is unable to pay anything, and A. pays the whole. A. is entitled to receive 1,500 Rupees from B.

(*c.*) A., B., and C. are under a joint engagement to pay D. 3,000 Rupees, A. and B. being in fact only sureties for C. C. is unable to pay; A. and B. are compelled to pay the whole sum. They are entitled to recover it from C.

Release of one joint contractor.

49. Where two persons have jointly come under an engagement by contract to a third person, a release of one of them by such third person does not discharge the other; neither does it free that one from responsibility to the other.

Devolution of joint rights.

50. When a person has come under an engagement by contract to two other persons jointly, then, unless a contrary intention appears by the contract, the right to claim performance rests (as between him and them) with them during their joint lives, and after the death of either, with his representatives jointly with the survivor, and after the death of the survivor, with the representatives of both jointly.

Illustration.

A., in consideration of 5,000 Rupees lent to him by B. and C., enters into an engagement by contract with B. and C. to repay them that sum with interest on a day specified. B. dies. The right to claim performance rests with B.'s representative jointly with C., during C.'s life and after the death of C. with the representatives of B. and C. jointly.

Power to terminate contract.

Power to terminate contract on refusal of party to perform it wholly.

51. When a party to a contract has refused to perform, or disabled himself from performing, his engagements in its entirety, the party who has entered into the reciprocal engagement may put an end to the contract, provided he has not signified, expressly or impliedly, that he acquiesed in its continuance.

Illustrations.

(*a.*) A., a singer enters into an engagement with B., the manager of a theatre, to sing at his theatre two nights in every week during the next two months, and B. engages to pay her 100 Rupees for each night's performance. On the sixth night the singer wilfully absents herself from the theatre B. is at liberty to put an end to the contract.

(*b.*) A., a singer, enters into an engagement with B., the manager of a theatre, to sing at his theatre two nights in every week, during the next two months; and B. engages to pay her at the rate of 100 Rupees for each night. On the sixth night the singer wilfully absents herself. With the assent of B. she sings on the seventh night. B. has signified his acquiescence in the continuance of the contract,and cannot now put an end to it, but is entitled to compensation for the damage sustained by him through her failure.

Compensation.

Party rightfully terminating contract, entitled to compensation.

52. A person who rightfully puts an end to an engagement, is entitled to compensation for any damage he has sustained.

Payment of sum specified to be paid in case of breach.

53. When a contract has been broken, if a sum is named in the contract itself as the amount to be paid in case of such breach, the amount so named shall be paid accordingly; but if no sum has been named in the contract itself, the party who suffers by such breach is entitled to receive from the party who has broken the contract,

Payment of compensation.

compensation for loss or damage caused to him thereby; Provided that it has naturally arisen in the usual course of things from such breach, or that it was in the knowledge of the parties at the time they made the contract, that such loss or damage would probably result from the breach of it.

Such compensation is not to be given for any remote and indirect loss or damage sustained by reason of the breach.

Explanation.—In estimating the loss, the means which existed of remedying the inconvenience caused by the non-performance of the engagement, must be taken into account.

Illustrations.

(*a.*) A. enters into an engagement by contract, that in case he fails to pay B. 500 Rupees on a certain day he shall immediately become liable to pay him 1,000 Rupees. A. fails to pay B. 500 Rupees on the day named. A. has become liable to pay B. 1,000 Rupees.

(*b.*) A. enters into an engagement by contract, that if he practices as a surgeon in the town of Z., he shall pay B. 5,000 Rupees. A. commits a breach of the engagement. The sum of 5,000 Rupees is actually payable by A. to B.

(*c.*) A. agrees to sell and deliver 50 maunds of saltpetre to B. at a certain price, to be paid on delivery. A. breaks his engagement. B. is entitled to receive from A., by way of compensation, the sum, if any, by which the contract price falls short of the price for which B. might have obtained 50 maunds of saltpetre of like quality at the time when the saltpetre ought to have been delivered.

(*d.*) A. hires B.'s ship to go to Bombay, and there takes on board on the 1st of January a cargo (which A. is to provide) and to bring it to Calcutta; the freight to be paid when earned. B.'s ship does not go to Bombay, but A. has opportunities of procuring suitable conveyance for the cargo upon terms as advantageous as those on which he had chartered the ship. A. avails himself of those opportunities, but is put to trouble and expense in doing so. A. is entitled to receive compensation from B. in respect of such trouble and expense.

(*e.*) A. agrees to sell and deliver to B. on the 1st of January, at a stated price, a certain quantity of cotton, to be paid for on delivery. Afterwards, on the 1st December, A. announces to B. that he does not intend to perform his engagement, and on the 1st of January he delivers no cotton to B. B. is entitled to receive from A., by way of

compensation, the excess, if any, of price of the like quantity of cotton on the 1st of January over the contract price.

(*f.*) A. agrees to sell and deliver to B. on the 1st of January a certain quantity of sugar, for which B. pays him in advance. Afterwards, on the 1st of December, A. informs B. that he does not intend to deliver the sugar, and on the 1st of January he does not deliver it. B. is entitled to receive from A. the money paid, together with current mercantile interest, and also by way of compensation, the excess, if any, of the sum for which the sugar could have been procured by him on the 1st of January, over the sum paid in advance.

(*g.*) A. agrees to buy of B., at a stated price, 50 maunds of rice, no time being fixed for delivery. A. afterwards intimates to B. that he will not accept the rice if tendered to him. B. is entitled to receive from A., by way of compensation, the amount, if any, by which the contract price exceeds that which B. could have obtained for the rice at the time of the refusal.

(*h.*) A. agrees to buy B.'s ship for 60,000 Rupees, but breaks his engagement. A. must pay to B., by way of compensation, the excess, if any, of the contract price over the price which B. can obtain for the ship at the time of the breach of engagement.

(*i.*) A. agrees to buy of B., at the stated price, 100 bales of jute, to be delivered on the 1st of January. Afterwards, on the 15th of December, A. gives notice to B. that he will not accept the jute; on the 1st January the jute is tendered to A., who refuses to accept it. A. must pay to B., by way of compensation, the excess, if any, of the contract price over the sum which B. could obtain for the jute on the 1st of January.

(*j.*) A., the owner of a boat, enters into an engagement by contract with B. to take a cargo of jute to Mirzapore, for sale, at the place, starting on a specified day. The boat does not start at the time appointed, whereby the arrival of the cargo at Mirzapore is delayed beyond the time when it would have arrived if the boat had sailed according to the contract. After that date, and before the arrival of the cargo, the price of jute falls. The measure of the compensation payable to B. by A. is the difference between the price which B. could have obtained for the cargo at Mirzapore at the time when it would have arrived if forwarded in due course, and its market price at the time when it actually arrived.

(*k.*) A. engages to repair B.'s house in a certain manner, and receives payment in advance. A. repairs the house, but not according to contract. B. is entitled to recover from A. the cost of making the repairs conform to the engagement.

(*l.*) A. agrees to let his ship to B for a year from the 1st of January next for a certain price. Freights rise, and on the 1st of January the hire obtainable for the ship is higher than the contract price. A. breaks his engagement. He must pay to B., by way of compensation, a sum equal to the difference between the contract price and the hire which could be obtained for the use of the ship on the 1st of January.

(*m.*) A. engaged to supply B. with a certain quantity of iron at a fixed price, being a higher price than that for which A. could procure and deliver the iron. B. wrongfully refused to receive the iron. B. must pay to A., by way of compensation the difference between the contract price of the iron and the sum for which A. could have obtained and delivered it.

(*n.*) A. delivers to B., a common carrier, a machine, to be conveyed, without delay, to A.'s mill, informing B. that his mill is stopped for want of the machine. B. unreasonably delays the delivery of the machine, and A. in consequence loses a profitable contract with the Government. A. is entitled to receive from B., by way of compensation, the average amount of profit which would have been made by the use of such machine during the time that delivery of it was delayed, but not to the loss sustained by not obtaining the Government contract.

(*o.*) A. having entered into an engagement with B. to supply B. with 1,000 tons of iron at 100 Rupees a ton, to be delivered at a stated time, enters into an agreement with C. for the purchase of a certain quantity of iron at 80 Rupees a ton, telling C. that he does so for the purpose of performing his engagement with B. C. fails to fulfil his engagement with A., who cannot procure other iron, and, in consequence, fails to fulfil his engagement with B. C. must pay to A. 20,000 Rupees, being the profit which A. would have made by the performance of his engagement.

(*p.*) A. entered into an engagement with B. to make and deliver to B. by a fixed day, for a specified price, a certain piece of machinery. A. did not deliver the piece of machinery at the time specified, and in consequence of this B. was obliged to procure another, at a higher price than that which he was to have paid to A., and was prevented from fulfiling an engagement under which he lay to a third person at the time of his contract with A., (but which had not been then communicated to A.) and was compelled to make compensation for breach of his engagement. A. must pay to B., by way of compensation, the difference between the contract-price of the piece of machinery and the sum paid by B. for another, but not the sum paid by A. to the third person by way of compensation.

(*q.*) A., a builder, undertakes to erect and finish a house by the 1st of January, in order that B. may give possession of it at that time to C., to whom B. has agreed to let it. A. is informed of the agreement between B. and C. A. builds the house so badly that before the 1st of January it falls down, and has to be rebuilt by B., who in consequence loses the rent which he was to have received from C., and is obliged to make compensation to C. for the breach of his engagement. A. must make compensation to B. for the cost of re-building the house, for the rent lost, and for the compensation made.

(*r.*) A. sells certain merchandise to B., warranting it to be of a particular quality, and B., in reliance upon this warranty, sells it to C. with a similar warranty. The warranties are broken, and B. becomes liable to pay C. a sum of money by way of compensation. B. is entitled to be reimbursed this sum by A.

(*s.*) A. engages to supply B. with a threshing machine, on the 15th of August; he is aware at the time of entering into the engagement that B. is in the habit of threshing out his wheat in the field, and sending it off at once to market. A. did not supply the machine on the 15th of August, but assured B. from day to day that it would be delivered shortly. He delivered the machine on the 11th of September. In consequence of the non-delivery of the machine, it became necessary for A. to carry the wheat home and stack it; it was injured by exposure to the weather, and had to be dried at a great expense; its quality was much deteriorated, and before it could be sold the market price of wheat had fallen. B. in consequence of these events is unable to pay a judgment debt to C., who seizes and sells his property in execution. A. must make compensation to B. in respect of the expenses of carrying, stacking, and drying the wheat, and in respect of its deterioration in quality; but not in respect of the loss sustained by B. through the fall in the market price of wheat, nor in respect of the seizure of his property.

(*t.*) A. has entered into an engagement by contract to pay a sum of money to B. on a day specified. A does not pay the money on the day appointed. B., in consequence of not receiving the money on that day, is unable to pay his debts, and is totally ruined. A. is not liable to make good to B. anything except the principal sum he contracted to pay, together with interest up to the day of payment.

(*u.*) A. engaged to deliver 50 maunds of saltpetre to B. on the 1st of January at a certain price. B. afterwards before the 1st of January agreed to sell the saltpetre to C. at a price higher than the market price of the 1st of January. A. broke his engagement. In estimating the compensation payable by A, to B. the market price of the 1st of January, and not the profit which would have arisen to B. from the sale to C. is to be taken into account.

(*v.*) A. engaged to sell and deliver 500 bales of cotton to B. on a fixed day. A. broke his engagement, and B. having no cotton was obliged to close his mill. A. is not responsible to B. for the loss caused to B. by the closing of his mill.

(*w.*) A. agreed to sell and deliver to B. on the 1st of January certain cloth which B. intended to manufacture into caps of a particular kind, for which there was no demand, except at that season. The cloth was not delivered till long after the appointed time, and too late to be used that year in making caps. A. is entitled to receive from B., by way of compensation, the difference between the contract price of the cloth and its market price at the time of delivery, but not the profits which he expected to obtain by making caps, nor the expenses which he has been put to in making preparation for the manufacture.

(*x.*) A., a ship-owner, agreed with B. to convey him from Calcutta to Sydney in A.'s ship, sailing on the 1st of January; and B. paid to A. by way of deposit one-half of his passage money. The ship did not sail on the 1st of January, and B. after being in consequence detained in Calcutta for some time, and thereby put to some expense, proceeded to Sydney in another vessel, and in consequence,

arriving too late in Sydney, lost a sum of money. A. is liable to repay to B. his deposit with interest, and the expense to which he was put by his detention in Calcutta, but not the sum of money which he lost by arriving in Sydney too late.

PART III.

ON CERTAIN OBLIGATIONS RESEMBLING THOSE CREATED BY CONTRACT.

Effect of one person intentionally leading another to believe in a non-existent state of things, when the other acts on such belief.

54. Where a person has, either by words spoken or written, or by his conduct, led another to believe that a certain state of things exists which does not really exist, with the intention that the other shall act upon such belief in a transaction between them, and the other accordingly acts upon such belief; the person who has caused such belief is bound to place the other in the same position as if such a state of things had existed, or in default, to make compensation to the other in respect of any loss or damage which he has incurred by acting upon such belief.

Effect of one person, by a false representation, inducing another to contract with a third party.

55. A person who, by a false representation, induces another to enter into a contract with a third party, is bound to make good the representation if he knew it to be false, or if in the due discharge of his duty he ought to have known it to be so.

Illustrations.

(*a.*) A. is trustee for B. of certain property. B. creates a charge upon the trust property, of which notice is given to A. B. afterwards enters into treaty with C. for the sale of the property. C. asks A. whether the property is incumbered or not. A. not remembering the notice, replies in the negative, and C. thereupon buys the property. A. as well as B. is responsible for the discharge of the incumbrance.

(*b.*) A. conveys his property to B. upon a secret trust for A.'s benefit and permits B. to appear as the owner of it. B. alienates the property to a person who is not aware of the trust. A. cannot dispute the alienation.

(*c.*) A. being applied to by B. for merchandise upen credit, asks C. whether B. is in good circumstances. C., knowing B. to be deeply in debt, with the intention of inducing A. to comply with B.'s wishes, replies that B. is in good circumstances. In consequence of this reply, A. lets B. have the merchandise on credit. B. becomes insolvent before the time for payment arrives. C. is liable to make good to A. the value of the merchandise.

(*d.*) C., without any particular knowledge of B.'s means speaks of him in the presence of A. as a person in good circumstances A. in consequence lets B. have merchandise on credit. B. becomes insolvent. C. is not liable to make good to A. the value of the merchandise.

Representation as to future conduct.

56. If one person makes a deliberate statement as to his own future conduct to another, with the intent that it should be acted upon, and the other acts upon the faith of such assurance, the person who made the statement must make it good.

Illustration.

A. holding a decree against B. and knowing that B. is desirous to be married to C., assures the father of C. that he will never enforce the execution of the decree against B. C.'s father, relying on this assurance, permits the marriage to take place. A. is not entitled to enforce the execution of the decree.

Supply of necessaries to persons incapable of contracting.

57. If a person incapable of entering into a contract, or any one whom he is legally bound to support, is supplied by another person with necessaries suited to his condition in life, the person who has furnished such supplies is entitled to be reimbursed from the property of such incapable person.

Illustrations.

(*a.*) A. supplies B., a minor, with necessaries suitable to his condition in life. A. is entitled to be reimbursed from B.'s property.

(*b.*) A. supplies the wife and children of B, a lunatic, with necessaries suitable to their condition in life. A. is entitled to be reimbursed from B.'s property.

Reimbursement of person paying what another is bound to pay.

58. A person who is interested in the payment of money which another is bound by law to pay, and who therefore pays it, is entitled to be reimbursed by the other.

Illustration.

A. holds some land in Bengal as zamindar. B. holds the land on a lease granted by A. The revenue payable by A. to the Government being in arrear, his land is advertised for sale by the Government. Under the revenue law, the consequence of such sale will be the annulment of B.'s lease. B., to prevent the sale and the consequent annulment of his own lease, pays to the Government the sum due from A. A. is bound to make good to B. the amount so paid.

Effect of non-gratuitious act of which a person enjoys the benefit.

59. Where a person lawfully does anything for another person, or delivers anything to him, not intending to do so gratuitously, and the other enjoys the benefit thereof, the latter is bound to restore or to make compensation to the former in respect of the thing so done or delivered.

This rule shall apply, notwithstanding that there shall have been a larger contract between the parties, which has been put an end to by reason of a breach thereof.

Illustrations.

(*a.*) A., a tradesman, leaves goods at B.'s house by mistake. B. treats the goods as his own. He is bound to pay A. for them.

(*b.*) A. contracts with B. to deliver to him 250 maunds of rice before the 1st of May. A. delivers 230 maunds only before that day and none after. B. refuses the 130 maunds after the 1st of May. He is bound to pay A. for them.

(*c.*) A., a singer, enters into an engagement with B., the manager of a theatre, to sing at his theatre on two nights in every week during the next two months, and B. engages to pay her 100 Rupees for each night's performance; on the sixth night the singer wilfully absents herself from the theatre, and B. in consequence puts an end to the engagement. B. must pay A. for the five nights on which she had sung.

Responsibility of finder of goods.

60. A person who finds goods belonging to another, and takes them into his custody, is subject to the same responsibility as a bailee.

Liability of person to whom money is paid by mistake or coercion.

61. A person to whom money has been paid by mistake or under coercion is liable to repay it.

Illustration.

A. and B. jointly owe 100 Rupees to C. A. alone pays the amount to C, and B., not knowing this fact, pays 100 Rupees over again to C. C. is bound to re-pay the amount to B.

PART IV.

SALE OF GOODS.

"Goods" defined.

62. In the following Chapter the word "goods" is used to denote every kind of moveable property.

"Sale" defined.

63. Sale is the exchange of anything which is property for a price. It involves the transference of the ownership of the thing sold from the seller to the buyer.

64. Sale is effected by offer and acceptance of ascertained goods for a price, or of a price for ascertained goods, together with payment of the price or delivery of the goods, or with tender, part payment, earnest, or part delivery, or with an agreement, express or implied, that the payment, or delivery, or both, shall be postponed.

Sale how effected.

Illustrations.

(*a.*) B. offers to buy A.'s horse for 500 Rupees. A. accepts the offer, and tells B. to take away the horse. The horse has been sold to B.

(*b.*) A. sends goods to B., with the request that he will buy them at a stated price if he approves of them, or return them if he does not approve of them. B. retains the goods, and informs A. that he approves of them. The goods have been sold to B.

(*c.*) B. offers A. for his horse 1,000 Rupees, the horse to be delivered to B. on a stated day, and the price to be paid on another stated day. A. accepts the offer. The horse has been sold to B. by offer and acceptance with an agreement to postpone delivery and payment.

(*d.*) B. offers A. for his horse 1,000 Rupees on a month's credit. A. accepts the offer. The horse has been sold to B. by offer and acceptance with an agreement to postpone the payment.

(*e.*) B., on the 1st January 1863, offers to A. for a quantity of rice 2,000 Rupees, to be paid on the 1st March following, the rice not to be taken away till paid for. A. accepts the offer. The rice has been sold to B.

65. By an agreement for the sale of a thing which has yet to be ascertained, made, or finished, no ownership of any portion of that thing passes to the buyer u[illegible] it is ascertained, made, or finished.

Effect of agreement for sale of thing to be ascertained, made, or finished.

Illu[illegible]ation.

B. o[illegible] to make him a barge. The p[illegible] [illegible]while the ba[illegible] time [illegible] barge [illegible]

66. Sale [illegible] goo[illegible] seller is [illegible] put into [illegible] in which b[illegible] uyer is to take [illegible] purpo[illegible] [illegible] them. [illegible] them into a state in which the buyer is to take them, the sale is not complete until such thing has been done.

Illustrations.

(*a.*) A., a ship-builder, agrees to sell to B. for a stated price, a vessel which is lying in A.'s yard; the vessel to be rigged and fitted for a voyage, and the price to be paid on delivery. Under the agreement a sale is not effected until the vessel has been rigged, fitted up, and delivered.

(*b.*) A. contracts to build a ship for B. for a price, payable by instalments dependent on the progress of the building of the ship, and the ship is to be built under B.'s superintendence. The ownership of the materials incorporated with the ship passes to B. at the time of incorporation, as this was intended by the parties, but the materials lying in A.'s yard, though suited and intended for the ship, do not pass to B. until they are actually incorporated with the ship.

67. Where anything remains to be done to the goods by the seller for the purpose of ascertaining the amount of the price, the sale is not complete until this has been done.

Sale of goods when seller has to do anything thereto in order to ascertain price.

Illustrations.

(*a.*) A., owner of a stack of bark, agrees to sell it to B. at 100 Rupees per ton; B. agrees to take and pay for it on a certain day. Part is weighed and delivered to B.; the ownership of the residue is not transferred to B. until it has been weighed pursuant to the contract.

(*b.*) A. agrees to sell a heap of clay to B. at a certain price per ton; B. is by the agreement to load the clay in his own carts, and to weigh each load at a certain weighing machine which his carts must pass over on their way from A.'s ground to B.'s place of deposit. Here nothing more remains to be done by the seller; the sale is complete, and the ownership of the heap of clay is transferred at once.

68. Where the goods are not ascertained at the time of making the agreement for sale, it is necessary to the completion of the sale that the goods shall be ascertained.

Sale when goods are unascertained at date of agreement.

Illustration.

A. agrees to sell to B. twenty tons of oil in A.'s cistern, A.'s cisterns contain more than twenty tons of oil. B. has not acquired the ownership of any portion of the oil.

69. Where the goods are not ascertained at time of making the agreement for sale, but goods answering the description in the agreement are subsequently appropriated by one party for the purpose of the agreement, and that appropriation is assented to by the other, the goods have been ascertained, and the sale is complete.

Ascertainment of goods by subsequent appropriation.

Illustration.

A. having a quantity of sugar in bulk, more than sufficient to fill 20 hogsheads, agrees to sell B. 20 hogsheads of it. After the agreement, A. fills 20 hogsheads with the sugar, and gives notice to B. that the hogsheads are ready, and requires him to take them away. B. says he will take them as soon as he can. By this appropriation by A. and assent by B. this ownership passes to B.

70. Where the goods are not ascertained at the time of making the agreement for sale, and by the terms of the agreement, the seller is to do an act with reference to the goods which cannot be done until they are appropriated to the buyer, [illegible] seller has a right to select any goods answering [illegible] the agreement, and [illegible] his doing so the goods are ascertained.

Ascertainment of goods by seller's selection.

Illustration.

B. agrees with A. to purchase of him at a stated price, to be paid on a fixed day, 50 maunds of rice out of a larger quantity in A.'s granary. It is agreed that B. shall send sacks for the rice, and that A. shall put the rice into them. B. does so, and A. puts 50 maunds of rice into the sacks. The goods have been ascertained.

71. Where an agreement is made for the sale of immoveable and moveable property combined, the ownership of the moveable property does not pass before the transference of the immoveable property.

Agreement for sale of immoveable and moveable property combined.

Illustration.

A. agrees with B. for the sale of a house and furniture. The ownership of the furniture does not pass to B. until the house is conveyed to B.

72. Where goods are sold by auction, there is a distinct and separate sale of the goods in each lot, by which the ownership thereof is transferred as each lot is knocked down.

Sale of several lots by auction.

73. A buyer to whom the ownership of the goods sold has passed, is liable to bear any loss arising from the destruction or injury of the goods.

Buyer's risk.

Illustration.

B. offers and A. accepts 100 Rupees for a stack of firewood standing on A.'s premises, the firewood to be allowed to remain on A.'s premises till a certain day, and not to be taken away till paid for. Before payment, and while the firewood is on A.'s premises, it is accidentally destroyed by fire. B. must bear the loss.

74. A valid agreement for the sale of goods may be made either by word of mouth or by writing.

Agreement for sale may be oral or written.

75. The ownership of goods may be acquired by buying them from any person who is in possession of them : Provided that the buyer acts in good faith, and under circumstances which are not such as to raise a reasonable presumption that the person in possession has no right to sell them.

Acquisition of ownership of goods by purchase from their possessor.

Illustrations.

(*a.*) A. steals a cow from B. and sells it at a cattle-market to C., a purchaser, in good faith. A. is afterwards convicted of the theft. B. cannot recover the cow from C.

(*b.*) A., a person whose rank and occupation are not such as to account for his having plate in his possession, sells a piece of plate to B without giving a satisfactory explanation of the manner in which he had become possessed of it. The plate had, in fact, been stolen from C. C., on proof of the theft, can recover the plate from B.

(*c.*) A., a commercial agent, to whom goods have been consigned with instructions not to sell them without reference to the consignor, sells them to B., who has no ground for a reasonable presumption that A. has no right to sell them. The consignor cannot disturb the sale.

(*d.*) A., a commercial agent, to whom goods have been consigned with instructions not to sell them without reference to the consignor, sells them, without such reference, to B. who is acquainted with the instructions given to A. The sale is void as against the consignor.

76. The ownership of goods may be acquired by buying them from any person who is in possession of a bill of lading, dock-warrant, warehouse keeper's certificate, wharfinger's certificate, or warrant or order for delivery, or any other documentary title to the goods : Provided that the buyer acts in good faith and under circumstances which are not such as to raise a reasonable presumption that the person in possession of the [illegible] right to sell the goods.

Acquisition by purchase from possessor of documentary title.

Illustration.

A. sells to B. goods of which he has the bill of lading, but the bill of lading is made out for delivery of the good to C., and it has not been indorsed by C. The sale is not valid.

77. Under an agreement for the sale of goods not yet in existence, the ownership of the goods may be transferred by acts which, after the goods are produced, are done in pursuance of the agreement by the seller, or by the buyer with the seller's assent.

Transfer of ownership of goods agreed to be sold while non-existent.

Illustrations.

(*a.*) A. agrees to sell to B. for a stated price all the indigo which shall be produced at A.'s factory during the ensuing year. A., when the indigo has been manufactured, gives to B. an acknowledgment that he holds the indigo at his disposal. The ownership of the indigo vests in B. from the date of the acknowledgment.

(*b.*) A. for a stated price agrees that B. may take and sell any crops that shall be grown on his land in succession to the crops then standing. Under this agreement B., with the assent of A., takes possession of some crops growing in succession to the crops standing at the time of the agreement. The ownership of the crops when taken vests in B.

(*c.*) A. for a stated price agrees that B. may take and sell any crops that shall be grown on his land in succession to the crops then standing. Under this agreement B. applies to A. for possession of some crops grown in succession to the crops which were standing at the time of the agreement. A. refuses to give possession. The ownership of the crops does not pass to B.

78. An agreement for the sale of goods to be delivered at a future day is binding, though the goods are not in the possession of the seller at the time of making the agreement, and though at that time he has no reasonable expectation of acquiring them otherwise than by purchase.

Contract to sell and deliver at a future day goods not in seller's possession at date of contract.

Illustration.

A. agrees on the 1st January to sell B. 50 shares in the East Indian Railway Company to be delivered and paid for on the 1st March of the same year. A., at the time of making the agreement, is not in possession of any shares. The agreement is valid.

79. Where there has been a sale, or an agreement to sell, and the amount of the price has not been fixed, it shall be determined by the consideration of what is just and reasonable.

Determination of unfixed price.

Illustration.

B. living at Patna, orders of A., a coach-builder at Calcutta, a carriage of a particular description. Nothing is said by either as to the price. The order having been executed, and the price being in dispute between the buyer and the seller, the amount of it must be determined by the consideration of what is just and reasonable.

Delivery.

80. Delivery of goods sold may be made by doing anything which has the effect of putting them in the possession of the buyer, or of any person authorized to hold them on his behalf.

Delivery how made.

Illustrations.

(*a.*) A. sells to B. a horse, and causes or permits it to be removed from A.'s stables to B.'s. This is a delivery.

(*b.*) B. in England orders 100 bales of cotton from A., a merchant of Bombay, and sends his own ship to Bombay for the cotton. The putting the cotton on board the ship is a delivery to B.

(*c.*) A. sells to B. certain specific [illegible] are locked up in a godown. [illegible] of the [illegible] is a [illegible] that he [illegible] oil is [illegible] C. A. [illegible] amounts [illegible] on the [illegible] of C. [illegible] in the possession of C., a warehouseman. A. gives B. an order to C. to transfer the rice to B., and C. assents to such order, and transfers the rice in his books to B. This is a delivery.

(*f.*) A. agrees to sell B. five tons of oil at 1,000 Rupees per ton, to be paid for at the time of delivery. A. gives to C., a wharfinger, at whose wharf he had 20 tons of the oil, an order to transfer five of them into the name of B. C. makes the transfer in his books, and gives A.'s clerk a notice of the transfer for B. A.'s clerk takes the transfer-notice to B., and offers to give it him on payment of the bill. B. refuses to pay. There has been no delivery to B., as B. never assented to make C. his agent to hold for him the five tons selected by A.

81. A delivery to a wharfinger or carrier of the goods sold, which do not reach the buyer, does not render the buyer liable for the price, unless the delivery is so made as to enable him to hold the wharfinger or carrier responsible for the safe delivery of the goods.

Effect of delivery to wharfinger or carrier.

Illustration.

B., at Agra, orders of A., who lives at Calcutta, three casks of oil to be sent to him by railway. A. takes three casks of oil directed to B. to the railway station, and leaves them there without conforming to the rules which must be complied with in order to render the railway company responsible for their safety. This is not a sufficient delivery to charge B. in a suit for the price, if the goods are not delivered to the buyer.

82. A delivery of part of the goods in progress of the delivery of the whole has the same legal effect as a delivery of the whole; but a delivery of part of the goods with an intention of severing it from the whole, does not operate as a delivery of the remainder.

Effect of part-delivery.

Illustrations.

(*a.*) A ship arrives in a harbour laden with a cargo consigned to A., the buyer of the cargo. The captain begins to discharge it, and delivers over part of the goods to A. in progress of the delivery of the whole. This is a delivery of the cargo to A.

(*b.*) A. sells to B. a stack of fire-wood, to be paid for by bill on delivery. After the sale, B. applies for and obtains from A. leave to take away some of the fire-wood. This has not the legal effect of delivery of the whole.

(*c.*) A. sells 50 maunds of rice to B. The rice remains in A.'s warehouse. After the sale, B. sells to C. 10 maunds of the rice, and A., at B.'s desire, sends the 10 maunds to C. This has not the legal effect of a delivery of the whole.

Seller not bound to deliver until buyer applies for possession.

83. In the absence of any special agreement, the seller of goods is not bound to deliver them until the buyer applies for possession.

Place of delivery.

84. In the absence of any agreement as to delivery, goods sold are to be delivered at the place at which they are at the time of the sale, and goods agreed to be sold are to be delivered at the place at which they are at the time of the agreement for sale, or, if not then in existence, at the place at which they are produced.

Seller's lien.

Seller's lien.

85. Unless a contrary intention appears by the agreement, a seller has a lien on sold goods as long as they remain in his possession, and the price or any part of it remains unpaid.

8[illegible]. Where by the agreement the payment is to be made at a future day, but no time is fixed for the [illegible]nere payment to be at a futu[illegible] time fixed fo[illegible] the goods, the [illegible] lien, and the [illegible]ttled to a pre- [illegible]ivery of the goods without payment. But if the buyer becomes insolvent before delivery of the goods, the seller may retain the goods for the price.

Insolvency defined.

Explanation.—A person is insolvent who has ceased to pay his debts in the usual course of business, or who is incapable of paying them.

Illustration.

A. sells to B. a quantity of sugar in A.'s warehouse. Payment is agreed to be made by a bill of exchange at three months. B. gives A. the bill of exchange, but allows the sugar to remain in A.'s warehouse. Before the bill falls due B. stops payment. A. may retain the goods for the price.

Where payment to be made at future day, and buyer allows goods to remain in seller's possession.

87. Where by the agreement the payment is to be made at a future day, and the buyer allows the goods to remain in the possession of the seller until that day, and does not then pay for them, the seller may retain the goods for the price.

Illustration.

A. sells to B. a quantity of sugar in A.'s warehouse. Payment is agreed to be made by a bill of exchange at three months. B. gives the bill of exchange, but allows the sugar to remain in the warehouse. The bill is dishonoured. A. may retain the goods for the price.

Seller's lien against subsequent buyer.

88. A seller in possession of goods sold may retain them for the price against any subsequent buyer, unless the seller has recognized the title of the subsequent buyer.

Illustrations.

(*a.*) A. sells to B. at three months' credit a chest of tea then in the custody of X., a wharfinger. A. gives B. a delivery order for the tea, and before the expiration for the credit, B. resells the tea to C. for cash, and transfers to him the delivery order. B. stops payment before C. obtains possession under the order. A may countermand the order to X., and retain the goods against C.

(*b.*) A. sells to B. a cargo of sugar then in the warehouse of A. B., according to the terms of the sale, gives A. his acceptance at three months for the price of the sugar. B. sells the sugar to C. for cash, and gives C. an order addressed to A., requesting him to deliver the sugar to C. A. assents to the delivery order and agrees to hold for C. Afterwards B. becomes insolvent, and his acceptance is dishonoured. A. cannot retain the goods against C.

Stoppage in Transit.

Power to stop in transit.

89. A seller who has parted with the possession of the goods, and has not received the whole price, may, in the event of the buyer becoming insolvent, stop the goods while they are in transit to the buyer.

When goods are to be deemed in transit.

90. Goods are to be deemed in transit while they are in the possession of the carrier or lodged at any place in the course of transmission to the buyer, and are not yet come into the possession of the buyer, or any person on his behalf, otherwise than as being in possession of the carrier, or as being so lodged.

Illustrations.

(*a.*) B., living at Madras, orders goods of A. at Patna, and directs that they shall be sent to Madras. The goods are sent to Calcutta, and there delivered to C. a wharfingar, to be forwarded to Madras. The goods, while they are in the possession of C., are in transit.

(*b.*) B. at Delhi orders goods of A. at Calcutta. A. consigns and forwards the goods to B. at Delhi. On arrival there, they are taken to the warehouse of B. and left there. B. refuses to receive them, and immediately afterwards stops payment. The goods are in transit.

(*c.*) B., who lives at Puna, orders goods of A. at Bombay. A. sends them to Puna by C., a ca[illegible] appointed by B. The goods arrive at Puna, and are placed by C., at B.'s request, in C.'s warehouse for B. The goods are no longer in transit.

(*d.*) B., a merchant of London, orders 100 bales of cotton of A., a merchant at Bombay. B. sends his own ship to Bombay for the cotton. The transit is at an end when the cotton is delivered on board the ship.

Continuance of right of stoppage.

91. The right of stoppage does not cease on the buyer's re-selling the goods while in transit, and receiving the price; but continues until the goods have been delivered to the second buyer, or to some person on his behalf.

Cessation of right on assignment of bill of lading.

92. The right of stoppage ceases, if the buyer, while the goods are in transit, assigns a bill of lading in respect of them to a second buyer in good faith for valuable consideration.

Illustrations.

(*a.*) A. sells and consigns certain goods to B. A. being still unpaid, B. becomes insolvent, and while the goods are in transit assigns the bill of lading for cash to C., who is not aware of his insolvency. A. cannot stop the goods in transit.

(*b.*) A. sells and consigns certain goods to B. A. being still unpaid, B. becomes insolvent, and while the goods are still in transit assigns the bill of lading for cash to C., who knows that B. is insolvent. The assignment not being in good faith, A. may still stop the goods in transit.

Cessation of right on fulfilment of condition.

93. Where a bill of lading is not negotiable until a certain condition has been fulfilled, the right of stoppage does not cease until such condition has been fulfilled.

Illustration.

A. sells and despatches goods to B. and sends him a letter enclosing the bill of lading, and directing him not to part with it until he has accepted certain bills of exchange which A. has drawn against the consignment. B., without accepting the bills of exchange, assigns the

bill of lading to a buyer in good faith for a valuable consideration. A.'s right of stoppage does not cease upon such assignment.

Stoppage on payment to pledgee of amount of claim.

94. Where a bill of lading is assigned by the buyer by way of pledge to secure an advance which has been made upon it in good faith, the seller may, on payment or tender to the pledgee of the amount of his claim, stop the goods in transit.

Illustrations.

(*a.*) A. sells and consigns goods to B. of the value of 12,000 Rupees. B. assigns the bill of lading for those goods to C. to secure a specific advance of 5,000 Rupees made to him upon the bill of lading by C. B. becomes insolvent, being indebted to C. to the amount of 9,000 Rupees. A. is entitled to stop the goods on payment or tender to C. of 5,000 Rupees.

(*b.*) A. sells and consigns goods to B. of the value of 12,000 Rupees. B. assigns the bill of lading for those goods to C. to secure the sum of 5,000 Rupees due from him to C. upon a general balance of account. B. becomes insolvent. A. is entitled to stop the goods in transit for the whole sum due to him.

Stoppage how effected.

95. Stoppage in transit may be effected by the seller either by taking actual possession of the goods, or by giving notice of his claim to the carrier or other depositary in whose possession they are.

Notice of seller's claim.

96. The notice may be given either to the person who has the immediate possession of the goods, or to the principal whose servant has the possession. In the latter case, it must be given at such a time, and under such circumstances, that the principal, by the exercise of reasonable diligence, may communicate it to his servant in time to prevent a delivery to the buyer.

Right of seller on stoppage.

97. Stoppage in transit entitles the seller to hold the goods stopped until the price of the whole of the goods sold is paid.

Illustration.

A. sells to B. 100 bales of cotton; 60 bales having come into B.'s possession, and 40 being still in transit, B. becomes insolvent, and A. being still unpaid, stops the 40 bales in transit. A. is entitled to hold the 40 bales until the price of the 100 bales is paid.

Re-sale.

Re-sale on buyer's failure to perform.

98. Where the buyer fails to perform his part of the agreement either by not taking the goods sold to him or by not paying for them, the seller may re-sell them within a reasonable time after giving notice to the buyer of his intention to do so; and the buyer must bear any loss, but is not entitled to any profit which may occur on the re-sale.

Warranty of Title.

Seller's responsibility for badness of title.

99. If the buyer, or any person claiming under him, is by reason of the invalidity of the seller's title deprived of the thing sold, the seller is responsible to the buyer for loss thereby caused, unless a contrary intention appears by the agreement.

Implied warranty of goodness or quality.

100. An implied warranty of goodness or quality may be established by the custom of any particular trade.

Warranty of soundness on sale of provisions.

101. On the sale of provisions there is an implied warranty that they are sound.

Warranty on sale of goods by sample.

102. On the sale of goods by sample there is an implied warranty that the bulk is equal in quality to the sample.

Warranty on sale of goods sold as being of a certain denomination.

103. Where goods are sold as being of a certain denomination, there is an implied warranty that they are such goods as are commercially known by that denomination, although the buyer may have bought them by sample or after inspection of the bulk.

Illustrations.

(*a.*) A., at Calcutta, sells to B. 12 bags of "waste silk," then on its way from Moorshedabad to Calcutta. There is an implied warranty by A. that the silk shall be such as is known in the market under the denomination of "waste silk."

(*b.*) A. sells parcels of "linseed oil" by sample to B. There is an implied warranty by A. that the article sold is such as is known in the market as "linseed oil;" and if he delivers an article which, though equal to sample, is not such as is known in the market as linseed oil, there is a breach of the implied warranty.

(*c.*) A. sells to B. 40 casks of "oxalic acid," B. having before the sale seen the bulk of the acid, and inspected samples of it. The acid proves to be so adulterated as not to be the article known in commerce as "oxalic acid." There is here a breach of an implied warranty.

(*d.*) A., in London, where inland bills of exchange do, and foreign bills of exchange do not by law require a stamp, sells to B. a bill of exchange unstamped and purporting to be a foreign bill. There is an implied warranty by A. that the bill is a foreign bill, and if it turns out that the bill is not a foreign but an inland bill, there is a breach of that implied warranty.

Warranty where goods ordered for a specified purpose.

104. Where goods have been ordered for a specified purpose, for which goods of the denomination employed in the order are usually sold, there is an implied warranty by the seller that the goods supplied are fit for that purpose.

Illustration.

B. orders of A. [illegible] copper sheathing a vessel. A. supplies copper. There is an implied warranty that the copper is fit for sheathing a vessel.

Sale of article of a well-known ascertained kind.

105. Upon the sale of an article of a well-known ascertained kind there is no implied warranty as to its fitness for any particular purpose.

Illustration.

B. writes to A., the owner of a patent invention for cleaning cotton, "Send me your patent cotton-cleaning machine to clean the cotton at my factory." A. sends the machine according to order. There is an implied warranty by A. that it is the article known as A.'s patent cotton-cleaning machine, but none that it is fit for the particular purpose of cleaning the cotton at B.'s factory.

Non-responsibility for latent defects.

106. In the absence of fraud and of any express warranty of quality, the seller of an article which answers the description under which it was sold, is not responsible for a latent defect in it.

Illustration.

A. in good faith, sells and delivers to B. scrip certificates of shares in a certain railway company. Afterwards the scrip is repudiated on the ground that it had been issued without authority. A. is not responsible for loss sustained by B. in consequence.

Buyer's right on breach of warranty.

107. Where a specific article has been sold with a warranty and the warranty is broken, the sale is not thereby rendered voidable, but the buyer is entitled to compensation from the seller for loss caused by the breach of warranty.

Illustration.

A. sells to B. a horse, warranted sound. The horse proves to have been unsound at the time of sale. B. is entitled to compensation from A. for loss caused by the unsoundness.

Rejection or return of goods sold with warranty.

108. Where there has been an agreement for the sale of goods with a warranty, and the warranty is broken, the buyer may reject the goods on their being tendered to him, or may return them after the lapse of not more than a reasonable time for ascertaining the breach of warranty: Provided that beyond keeping them such time and examining or trying them he does not exercise any act of ownership over them; or he may retain them; And whichever course he follows, he is entitled to compensation from the seller for loss caused by the breach of warranty.

Illustrations.

(*a.*) A. agrees to sell to B. 200 bales of cotton by sample. Cotton not in accordance with sample is delivered to B. He may return it if he has not kept it longer than a reasonable time for the purpose of examination.

(*b.*) B. agrees to buy of A. 25 sacks of flour by sample. The flour is delivered to B. who pays the price. B., upon examination, finds it not equal to sample, and complains of this to A. B. afterwards uses two sacks, and sells one. He cannot now repudiate the contract and recover the price, but he is entitled to compensation from A. for any loss caused by the breach of warranty.

Refusal to accept.

Refusal to accept when goods not ordered are sent.

109. When the seller sends goods not ordered with goods ordered, the buyer may refuse to accept any of the goods so sent, if there is risk or trouble in separating the goods ordered from the goods not ordered.

Illustration.

A. gives an order to B. for [illegible] of China. B. sends to A. the goods ordered, which is [illegible] articles of another description, together with other articles of the same description, which had not been ordered. A. may refuse to accept any of the articles sent.

Effect of wrongful refusal to accept.

110. If a buyer wrongfully refuses to accept the goods sold to him, this amounts to a breach of the contract of sale.

Rescission in default of payment.

Rescission on failure to pay price at time fixed.

111. The seller of goods is not entitled to rescind the agreement on the buyer's failing to pay the price at the time fixed, unless it was stipulated by the agreement that he should be so entitled.

Auction.

Puffers at auction.

112. If at a sale by auction the seller makes use of pretended bidding to raise the price, the sale is voidable at the option of the buyer.

PART V.

Of Indemnity and Guarantee.

Indemnity defined.

113. A person can bind himself to save another person from eventual loss.

The security thus afforded is called indemnity when the loss guarded against is that which may be consequent upon the conduct of some person.

Illustrations.

(*a.*) A. gives B. a letter of indemnity against the consequences of any proceedings which C. may take against B. in respect of a certain sum of 200 Rupees. Here A. binds himself by an express engagement to save B. from consequent loss if C. shall act as contemplated.

(*b.*) B. accepts a bill of exchange, at A.'s request, for the accommodation of A. A. does not provide for the bill at maturity, and B. is compelled to pay it. A. is liable to B. for the amount of the bill. Here A. binds himself by an implied engagement to indemnify B. against loss consequent on a failure on A.'s part to provide for payment of the bill when due.

Agent's indemnity against consequences of lawful acts.

114. The employer of an agent is bound to indemnify him against the consequences of all lawful acts done by him in exercise of the authority conferred upon him.

Illustrations.

(*a.*) B., a stockbroker at London, and member of the Stock Exchange, at the request of A., buys for him 24 shares in a bank, "to be paid for on settlement day." Before the settlement day arrives, the bank stops payment, and A. repudiates the transaction, and tells B. not to pay the price. By the rules of the Stock Exchange, however, B. is compelled to pay the price on the settlement day. A. is liable to B. for the price on an implied agreement to indemnify.

(*b.*) B., at Singapore, under instructions from A. of Calcutta, contracts with C. to deliver certain goods to him. A. does not send the goods to B., and C. sues B. for breach of contract. B. informs A. of the suit, and A. authorizes him to defend the suit. B. defends the suit, and is compelled to pay damages and costs, and incurs expenses. A. is liable to B. for such damages, costs, and expenses.

(*c.*) B., a broker at Calcutta, by the orders of A., a merchant there, contracts with C. for the purchase of 10 casks of oil for A. Afterwards A. refuses to receive the oil, and C. sues B. B. informs A., who repudiates the contract altogether. B. defends, but unsuccessfully, and has to pay damages and costs and incurs expenses. A. is liable to B. for such damages, costs, and expenses.

Agent's indemnity against consequences of acts done in good faith.

115. Where one person employs another to do an act, and the agent does the act in good faith, the employer is liable to indemnify the agent against the consequences of that act, though it cause an injury to the rights of third persons.

Illustrations.

(*a.*) A., a decree-holder and [illegible] Rupees to execute a decree against B. [illegible] the nazir to seize certain goods, [illegible] agreement, [illegible] be the goods of B. The nazir seizes the goods, and is sued by C., the true owner of the goods. A. is liable to indemnify the nazir for the sum he is compelled to pay to C., in consequence of obeying A.'s directions.

(*b.*) B., an auctioneer, at request of A., sells goods in the possession of A., but which A. had no right to dispose of. B does not know this, and hands over the proceeds of the sale to A. Afterwards C., the true owner of the goods, sues B. and recovers the value of the goods and costs. A. is liable to indemnify B. for what he has been compelled to pay to C., and for B.'s own expenses.

(*c.*) A. employs B. to make a quantity of fire-bricks with a trademark, which A. knows, but B. does not, to be the trademark of C. B. makes and marks the bricks as ordered. C. obtains an injunction against B. A. is liable to pay B. the amount of his expenses.

Non-liability of employer of agent to do a criminal act.

116. Where one person employs another to do an act which is criminal, the employer is not liable to the agent, either upon an express or an implied promise, to indemnify him against the consequences of that act.

Illustrations.

(*a.*) A. employs B. to beat C., and agrees to indemnify him against all consequences of the act. B. thereupon beats C., and has to pay damages to C. for so doing. A. is not liable to indemnify B. for those damages.

(*b.*) B., the proprietor of a newspaper, publishes, at A.'s request, a libel upon C. in the paper, and A. agrees to indemnify B. against the consequences of the publication, and all costs and damages of any action in respect thereof. B. is sued by C. and has to pay damages, and also incurs expenses. A. is not liable to B. upon the indemnity.

Rights and liabilities of indemnity-holder when sued.

117. Where a person holds an indemnity and a suit is brought against him in respect of matters comprised in the indemnity, it is his duty to give notice to the person who is bound to indemnify him; and if that person does not authorize him to defend the suit, he is at liberty to compromise it.

Whether he defends the suit under such authority as aforesaid, or in the absence of such authority compromises it, he is entitled to receive from the person bound to indemnify him, the damages and costs which he has been compelled to pay.

If he defends the suit without such authority, he is entitled to receive from the person bound to indemnify him the amount he has been compelled to pay, exclusive of any expenses caused by his having defended the suit; unless in defending it he has acted as a prudent man holding no indemnity would have acted in his own case.

Illustrations.

(*a.*) B. at the request of A., accepts a bill of exchange for the accommodation of A. C., the holder of the bill, sues B. upon it. B. has clearly no defence, but, without the authority of A., he defends the suit, and has to pay costs as well as the amount of the bill. B. can only recover from A. the amount of the bill, upon A.'s implied promise to indemnify.

(*b.*) C., who holds a lease from W. of certain houses, assigns the lease to B., who agrees to indemnify and save harmless C. from all damages and expenses in respect of the breach of any of the convenants therein. B. re-assigns the lease to A., who gives a like indemnity to B. A. commits a breach of a covenant to repair. W. sues C. and recovers 2,000 Rupees, and C. has to pay, in addition, 800 Rupees as costs and expenses. C. sues B., who defends the suit unsuccessfully, and has to pay to C. the 2,800 Rupees, and also incurs costs and expenses in the defence. A. is only liable to B. for 2,800 Rupees and not for the costs and expenses, as the amount of liability was ascertained by the suit of W. against C., and B. ought to have paid that amount at once to C. on demand.

Definition of 'guarantee,' 'surety,' 'principal debtor,' and 'creditor.'

118. An engagement to fulfil the liability of a third person in case of his default is called a guarantee when founded on sufficient consideration. The person who gives the guarantee is called the surety, the person primarily liable is called the principal debtor, and the person to whom the guarantee is given is called the creditor. A guarantee may be either oral or written.

Consideration for guarantee.

119. Anything which is done or agreed to be done for the benefit of the principal debtor, and which is an inducement to the surety to give the guarantee, may be sufficient consideration.

Illustrations.

(*a.*) B. requests A. to sell and deliver to him goods on credit. A agrees to do so, provided C. will guarantee the payment of the price of the goods. C. agrees to guarantee the payment of the goods to be supplied. This is a good guarantee.

(*b.*) A. sells and delivers goods to B. C. afterwards requests A. to forbear to sue B. for the debt for a year, and promises that if he does so, C. will pay for them in default of payment by B. A. agrees to forbear as requested. There is here a sufficient consideration to sustain C.'s guarantee.

(*c.*) A. sells and delivers goods to B. C. afterwards promises A. to pay for them in default of B. This is not a guarantee, as there is no consideration to support it.

When offer constitutes a guarantee.

120. An offer to guarantee does not constitute a guarantee, until it is accepted by the person to whom it is made, and the acceptance is notified to the offerer.

Surety's liability.

121. The liability of the surety is co-extensive with that of the principal debtor.

Illustration.

A. guarantees to B. the payment of a bill of exchange by C., the acceptor. The bill is dishonoured by C. A. is liable, not only for the amount of the bill, but also for any interest which may have become due on it.

Continuing guarantee.

122. A guarantee may extend to a series of transactions, in which case it is called a continuing guarantee.

Illustrations.

(*a.*) A., in consideration that B. will employ C in collecting the rents of B.'s zemindary, promises B. to be responsible to the amount of 5,000 Rupees. for the due collection and payment by C. of those rents. This is a continuing guarantee.

(*b.*) A. promises B., a tea-dealer, to be responsible to the amount of £100. for any tea he may supply to C. B. supplies C. with tea to above the value of £100, and C. pays B. for the same. Afterwards B. supplies C. with tea to the value of £200. C. fails to pay. The guarantee given by A. was a continuing guarantee, and he is accordingly liable to B. to the extent of £100.

(*c.*) A. agrees with B. to be answerable to him for the price of five sacks of flour to be delivered by B. to C. payable in one month. B. delivers five sacks to C. A. pays for them. Afterwards B. delivers four sacks to C., which C. does not pay for. The guarantee given by A. was not a continuing guarantee, and accordingly he is not liable for the price of the four sacks.

Revocation of continuing guarantee.

123. A continuing guarantee may be at any time revoked by the surety as to future transactions, by notice to the creditor.

Illustrations.

(*a.*) A., in consideration of B.'s discounting, at A.'s request, bills of exchange for C., guarantees to B. for 12 months the due payment of all such bills to the extent of 5,000 Rupees. B. discounts bills for C. to the extent of of 2,000 Rupees. Afterwards, at the end of three months, A. revokes the guarantee. This revocation discharges A. from all liability to B. for any subsequent discount. But A. is liable to B. for the 2,000 Rupees, on default of C.

(*b.*) A. guarantees to B., to the exte[illegible] Rupees, that C. shall pay all the bills that B. s[illegible] upon him. B. draws upon C. [illegible] accepts the bi[illegible] gives notice of revocation. C. [illegible] honours the bi[illegible] maturity. A is liable upon his g[illegible]antee.

Revocation of continuing guarantee by surety's death.

124. The death of the surety operates as a revocation of a continuing guarantee, so far as regards future transactions, in the absence of any agreement to the contrary.

Liability of two persons primarily liable, not affected by a private arrangement as to suretyship.

125. Where, upon the face of the agreement, two persons are primarily liable to a third person, the liability is not affected, for the purposes of suing that third person by an arrangement between the two, that one of them shall be liable only upon the default of the other, even although such arrangement may have been known to the third person, unless he was a party to the arrangement.

Illustration.

A. and B. make a joint and several promissory note to C. A. makes it, in fact, as surety for B., and C. knows this at the time when the note is made. In a suit by C. against A. upon the note, the fact that A. made it as surety for B. and C. knew it, is no answer to the suit.

Discharge of surety by variance in terms of agreement.

126. Any variance made without the surety's consent, in the terms of the original agreement, discharges the surety as to future transactions.

Illustrations.

(*a.*) A. becomes surety to C. for B.'s conduct as manager in C.'s bank. Afterwards B. and C. agree, without A.'s consent, that B.'s salary shall be raised, and that he shall become liable to one-fourth of the losses on discounts. B. allows a customer to overdraw, and the bank loses a sum of money. A. is discharged from his suretyship by the variance made without his consent, and is not liable to make good this loss.

(*b.*) A guarantees C. against the misconduct of B. in an office to which he is appointed by C., and of which the duties are defined by an Act of the Legislature. By a

subsequent Act, the nature of the office is materially altered. Afterwards, B. misconducts himself. A. is discharged from future liability under his guarantee by the change, though the misconduct of B. is in respect of a duty not affected by the later Act.

(*c.*) C. agrees to appoint B. as his clerk to sell coals at a yearly salary of £100, upon A.'s becoming surety to C. for B.'s duly accounting for monies received by him as such clerk. Afterwards, without A.'s knowledge or consent, C. and B. agree that B. should be paid by a commission of 6*d.* per ton on the coal sold by him instead of by the fixed salary. A. is not liable for subsequent misconduct of B.

(*d.*) A. gives to C. a continuing guarantee to the extent of 3,000 Rupees for any oil supplied by C. to B. on credit. Afterwards B. becomes embarrassed, and, without the knowledge of A., B. and C. agree that C. should continue to supply B. with oil for ready money, and that the payments should be applied to the then existing debts between B. and C. A. is not liable on his guarantee for any goods supplied after this new arrangement.

(*e.*) A., as surety for B., gives to C. a promissory note for 5,000 Rupees upon an agreement that the 5,000 Rupees should be paid by C. to B. "by draft at three months' date." C. without A.'s knowledge, pays the 5,000 Rupees to B. at once instead of giving a draft. A. is discharged from liability, as the agreement has been varied, and C. might sue B. for the money before the expiration of three months.

Discharge of surety by release or discharge of principal debtor.

127. The surety is discharged by any agreement between the creditor and the principal debtor, by which the principal is released, or by any act or omission of the creditor, the legal consequence of which is the discharge of the principal debtor.

Illustrations.

(*a.*) A. gives a guarantee to C. for goods to be supplied by C. to B. C. supplies goods to B. B. becomes embarrassed, and agrees with his creditors (including C.) to assign to them his property in consideration of their releasing him from their demands. B. is released from his debt by agreement with C., and A. is discharged from his suretyship.

(*b.*) A. indigo agrees with B. to grow a crop of indigo on A.'s land, and to deliver it to B. at a fixed rate, and C. guarantees A.'s performance of this agreement. B. diverts a stream of water which is necessary for the irrigation of A.'s land, and thereby prevents him from raising the indigo. C. is no longer liable on his guarantee.

(*c.*) A agrees with B. for a fixed price to build a house for B. within a stipulated time, B. supplying the necessary timber. C. guarantees A.'s performance of the contract. B. omits to supply the timber. C. is discharged from his suretyship.

Discharge of surety when creditor compounds with, gives time to, or agrees not to sue principal debtor.

128. An agreement between the creditor and the principal debtor, by which the creditor makes a composition with, or agrees to give time to, or not to sue, the principal debtor, discharges the surety.

Illustrations.

(*a.*) C., the holder of an overdue bill of exchange drawn by A. as surety for B., and accepted by B., binds himself by a valid agreement with B. to give time to B., A. not assenting to the agreement. A. is discharged from liability on the bill.

(*b.*) C., to whom B. owes a debt guaranteed by A., binds himself by agreement with B. not to sue B., and to accept four annas in the rupee in respect of B.'s debts. A. assents to the arrangement. A. is not discharged, and is liable to C. for the whole debt.

Agreement to give time to principal debtor made with a third person.

129. Where an agreement to give time to the principal debtor is made by the creditor with a third person, and not with the principal debtor, the surety is not discharged.

Illustration.

C., the holder of an overdue bill of exchange, drawn by A. as surety for B., and accepted by B., binds himself by a valid agreement with M. to give time to B. A. has no knowledge of this agreement. A. is not discharged.

Creditor's forbearance to sue.

130. Mere forbearance on the part of the creditor to sue the principal debtor, or to enforce any other remedy against him, does not, in the absence of any provision in the guarantee to the contrary, discharge the surety.

Illustration.

B. owes to C. a debt guaranteed by A. The debt becomes payable. C. does not sue B. for the year after the debt has become payable. A. is not discharged from his suretyship.

Release of one co-surety.

131. Where there are co-sureties, a release by the creditor of one of them does not discharge the others; neither does it free that one from any responsibility to the others.

Discharge of surety by creditor's act or omission impairing surety's eventual remedy.

132. If the creditor does any act which is inconsistent with the rights of the surety, or omits to do any act which his duty to the surety requires him to do, and to eventual remedy of the surety himself against the principal debtor is thereby impaired, the surety is discharged.

Illustrations.

(*a.*) B. agrees to build a ship for C. for a given sum, to be paid by instalments as the work reaches certain stages. A. becomes surety for B.'s due performance of the agreement. C., without the knowledge of A., prepays to B. the instalments. A. is discharged by this payment.

(*b.*) A. agrees with B. to complete certain fittings in a house for the sum of 8,000 Rupees, C. stipulating to insure, and keep insured, the buildings from fire, and to deduct the premium from the 8,000 Rupees. A., knowing of this agreement, guarantees B.'s due performance of the work. C. never insures the buildings and fittings to the value of 7,000 Rupees are destroyed by the fire at B.'s shop. B. becomes insolvent, and it costs C. 9,000 Rupees to complete the work. A. is discharged by C.'s omission to insure, not merely to the extent of the benefit he would have derived from the insurance if it had been effected, but altogether.

(*c.*) C. lends money to B. on the security of a joint and several promissory note made in C.'s favour by B and by A. as surety for B., together with a bill of sale of B.'s furniture, which gives power to C. to sell the furniture, and apply the proceeds in satisfaction of the monies due on the note. Subsequently C. sells the furniture, but, owing to his misconduct and wilful negligence, only a small price is realized. A. is discharged from liability on the note.

(*d.*) A. puts M. as apprentice to B., and gives a guarantee to B. for M.'s fidelity. B. covenants on his part that he will, at least once a month, see M. make up the cash. B. omits to see this done as agreed, and M. embezzles. A. is not liable to B. on his guarantee.

Rights of surety on payment of performance.

133. Where a guaranteed debt has become due, or default of the principal debtor to perform a guaranteed duty has taken place, the surety, upon payment or performance of all that he is liable for, is invested with all the rights which the creditor had against the principal debtor.

Surety's right to benefit of creditor's securities.

134. A surety is entitled to the benefit of every security which the creditor has against the principal debtor at the time the contract is entered into, whether the surety knows or does not know of the existence of such security; and if the creditor loses, or, without the consent of the surety, parts with such security, the surety is discharged to the extent of the value of the security.

Illustrations.

(*a.*) C. advances to B., his tenant, 2,000 Rupees on the guarantee of A. C. has also a further security for the 2,000 Rupees by a mortgage of B.'s furniture. C. cancels the mortgage. B. becomes insolvent, and C. sues A. on his guarantee. A. is discharged from liability to the amount of the value of the furniture.

(*b.*) C., a creditor, whose advance to B. is secured by a decree, receives also a guarantee for that advance from A. C. afterwards takes B.'s goods in execution under the decree and then, without the knowledge of A., withdraws the execution. A. is discharged.

(*c.*) A., as surety for B., makes a bond jointly with B. to C. to secure a loan from C. to B. After the date of this tranraction, C. obtains from B. a further security for the same debt. Subsequently C. gives up the further security. A. is not discharged.

Guarantee obtained by misrepresentation.

135. Any guarantee which has been obtained by means of misrepresentation made by the creditor, or with his knowledge and assent, concerning a material part of the transaction, is invalid.

Illustrations.

(*a.*) B. owes C. £800. C. agrees to advance B. £2,000 on his obtaining a surety for that amount. It is also agreed between B. and C. that the £800 should be deducted from that sum. The agreement, which is in writing, states that C. had agreed to advance B. £2,000, and that the £800 had been repaid. This agreement is read to A. in C.'s presence, but nothing more is said, when A. gives a promissory note for £2,000 as surety for B. A. is discharged from liability on the note, as there is a false representation to A. that £800 had been repaid, and that the whole sum was to be advanced to B.

(*b.*) C. represents to A. that D. for 3,000 Rupees, as surety for A. upon concurs as surety in a mortgage order to indemnify C. C. in fact alleged. A. is not bound by th

136. Any guarantee obtained by the concealment of a material circumstance, is invalid.

Guarantee obtained by concealment.

Illustrations.

(*a.*) A. engages B. as clerk to collect money for him. B. fails to account for some of his receipts, and A. in consequence calls upon him to furnish security for his duly accounting. C. gives his guarantee for B.'s duly accounting. A. does not acquaint C. with B.'s previous conduct. B. afterwards makes default. The guarantee is invalid.

(*b.*) A. guarantees to C. payment for iron to be supplied by him to B. to the amount of 2,000 tons. B. and C. have privately agreed that B. should pay five Rupees per ton beyond the market price, such excess to be applied in liquidation of an old debt. This agreement is concealed from A. A. is not liable as a surety.

Guarantee on agreement that creditor shall not act on it until co-surety joins.

137. Where a person gives a guarantee upon an agreement that the creditor shall not act upon it until another person has joined in it as co-surety, the guarantee is not valid if that other person does not join.

Implied agreement to indemnify surety.

138. In every contract of guarantee there is an implied agreement by the principal debtor to indemnify the surety, and the surety is entitled to recover from the principal debtor whatever sum he has rightfully paid under the guarantee.

Illustrations.

(*a.*) B. is indebted to C., and A. is surety for the debt. C. demands payment from A., and on his refusal sues him for the amount. A. defends the suit, at the request of B., having reasonable grounds for doing so, but he is compelled to pay the amount of the debt with costs. He can recover from B. the amount paid by him for costs, as well as the principal debt.

(*b.*) C. lends B. a sum of money, and A., at the request of B., accepts a bill of exchange drawn by B. upon A. to secure the amount. C., the holder of the bill, demands payment of it from A., and on A.'s refusal to pay sues A. upon the bill. A. defends the suit, and has to pay the amount of the bill and costs. He can recover from B. the amount of the bill, but not the sum paid for costs, as there was no real ground for defending the action.

(*c.*) A guarantees to C., to the extent of 2,000 Rupees, payment of rice to be supplied by C. to B. C. supplies to B. rice to a less amount than 2,000 Rupees, but obtains from A. payment of the sum of 2,000 Rupees in respect of the rice supplied. A. cannot recover from B. more than the price of the rice actually supplied.

Co-sureties liable to contribute equally.

139. Where two or more persons or co-sureties for the same debt or duty either jointly or severally, and whether under the same or different agreements, and whether with or without the knowledge of each other, the co-sureties, in the absence of any agreement to the contrary, are liable as between themselves to pay each an equal share of the whole debt, or of that part of it which remains unpaid by the principal debtor.

Illustrations.

(*a.*) A. B. and C. are sureties to D. for the sum of 3,000 Rupees lent to E. E. makes default in payment. A. B. and C. are liable as between themselves to pay 1,000 Rupees each.

(*b.*) A. B. and C. are sureties to D. for the sum of 1,000 Rupees lent to E., and it is arranged between A. B., C. and E. that A. is to be responsible to the extent of one-quarter, B. to the extent of one-quarter, and C. to the extent of one-half. E. makes default in payment. As between the sureties, A. is liable to pay 250 Rupees, B. 250 Rupees, and C. 500 Rupees.

Liability of co-s

140. Co-sureties who are bound in di sums are le to pa as fa the limits a respective obligatio

Illustrations.

(*a.*) A., B. and C., as sureties for D., enter o several bonds, each in a different penalty, *viz.*, penalty of 10,000 Rupees, B. in that of 20,000 ty in that of 40,000 Rupees, conditioned for D. counting to E. D. makes default to the extent to Rupees. A., B. and C. are each liable to p ho Rupees.

(*b.*) A., B. and C., as sureties for D., enter ir- several bonds, each in a different penalty, *viz.*, penalty of 10,000 Rupees, B. in that of 20,0 Rupees, C. in that of 40,000 Rupees, conditioned for D.'s duly accounting to E. D. makes default to the extent of 40,000 Rupees. A. is liable to pay 10,000 Rupees, and B. and C. 15,000 Rupees each.

(*c.*) A., B. and C., as sureties for D., enter into three several bonds, each in a different penalty, *viz.*, A. in the penalty of 10,000 Rupees, B. in that of 20,000 Rupees, C. in that of 40,000 Rupees, conditioned for D.'s duly accounting to E. D makes default to the extent of 70,000 Rupees. Each has to pay the full penalty of his bond.

PART VI.

OF BAILMENT.

'Bailment,' bailor,' and 'bailee' defined.

141. The delivery of goods by one person to another for some purpose, upon an agreement that they shall be delivered by the latter back to or according to the directions of the former when the purpose shall have been accomplished, is called a bailment. The person delivering the goods is called the bailor. The person to whom they are delivered is called the bailee.

Delivery to bailee how made.

142. The delivery to the bailee, may be made by doing anything which has the effect of putting the goods in the possession of the intended bailee or of any person authorized to hold them on his behalf.

Bailor's duty to disclose faults in goods bailed.

143. The bailor is bound to disclose to the bailee faults in the goods bailed of which the bailor is aware and which materially interfere with the use of them or expose the bailee to extraordinary risks; and if he does not make such disclosure, he is responsible for damage arising to the bailee directly from such faults.

Illustration.

A. lends a horse to B. which he knows to be vicious. He does not disclose the fact that the horse is vicious. The horse runs away. B. is thrown and injured. A. is responsible to B. for damage sustained.

Care to be taken by bailee.

144. In all cases of bailment the bailee is bound to take as much care of the goods bailed to him as a man of ordinary prudence would, under similar circumstances, take of his own goods of the same bulk, quality and value as the goods bailed.

Bailee when not liable for loss, etc., of thing bailed.

145. The bailee, in the absence of any agreement, to the contrary, is not responsible for the loss, destruction, or deterioration of the thing bailed if not caused by his fault.

Termination of bailment by bailee's act inconsistent with conditions.

146. If the bailee does any act with regard to the goods bailed which is inconsistent with the conditions of the bailment, such act is, at the option of the bailor, a termination of the bailment.

Illustration.

A. lets to B. for hire a horse for his own riding. B. drives the horse in his carriage. This is at the option of A. a termination of the bailment.

Liability of bailee making unauthorized use of goods bailed.

147. If the bailee makes any use of the goods bailed which is not according to the condit[illegible] the bailment, he is [illegible] make compensa[illegible] e bailor for any damage arising to the g[illegible] m during such use of them.

Illustrations.

(*a.*) A. lent a horse to B. for his own riding only. B. lowed C., a member of his family, to ride the horse. C. de with care, but the horse accidentally fell and was jured. B. is liable to make compensation to A. for the jury done to the horse.

(*b.*) A hired a horse in Calcutta from B. to ride to nares. A. rode with due care, but rode to Cuttack tead. The horse accidently fell and was injured. A. liable to make compensation to B. for the injury to he horse.

Mixture of goods bailed.

Mixture, with bailor's consent, of his goods with goods of bailee.

148. If the bailee, with the consent of the bailor, mixes the goods of the bailor with his own goods, the bailor and the bailee shall have an interest in proportion to their respective shares in the mixture thus produced.

Mixture, without bailor's consent, when the goods can be separated.

149. If the bailee, without the consent of the bailor, mixes the goods of the bailor with his own goods, and the goods can be separated, the property in the goods remains in the parties respectively, but the bailee is bound to bear the expense of separation, and any damage arising from the mixture.

Mixture, without bailor's consent, when the goods cannot be separated.

150. If the bailee, without the consent of the bailor, mixes the goods of the bailor with his own goods so that it is impossible to separate the goods bailed from the other goods and deliver them back, the bailor is entitled to be compensated by the bailee for the loss of the goods.

Re-payment by bailor of necessary expenses.

151. Where by the conditions of the bailment the goods are to be kept or to be carried or to have work done upon them by the bailee for the bailor, and the bailee is to receive no remuneration, the bailor shall re-pay to the bailee the necessary expenses incurred by him for the purpose of the bailment.

Restoration of goods bailed gratuitously.

152. Where the bailment is gratuitous, the bailor is entitled at any time, upon reasonable notice, to the restoration of the goods bailed.

Return of goods bailed on expiration of time or accomplishment of purpose.

153. The bailee must return the goods bailed without demand as soon as the time for which they were bailed has expired, or the purpose for which they were bailed has been accomplished.

Bailee's responsibility when goods are not duly delivered or tendered.

154. If by the fault of the bailee the goods are not delivered or tendered at the proper time, he is responsible to the bailor for any loss, destruction, or deterioration of the goods from that time.

Termination of gratuitous bailment by death.

155. The bailment where gratuitous is terminated by the death either of the bailor or of the bailee.

Increase or profit from goods bailed.

156. In the absence of any agreement to the contrary, the bailee is bound to deliver to the bailor, or according to his directions, any increase or profit which may have accrued from the goods bailed.

Illustration.

A. leaves a cow in the cust[illegible] of B., who takes care of it gratuitously. The cow has [illegible]alf. B. is bound to deliver the calf as well as the cow [illegible] A.

Bailor's responsibility to bailee.

157. The bailor is responsible to the bailee for any loss which he may sustain by reason that the bailor was not entitled to make the bailment, or to receive back the goods, or to give directions respecting them.

Bailment by several joint owners.

158. If several joint owners of goods bail them, the bailee may deliver them back to, or according to the directions of, one joint owner without the consent of all, in the absence of any agreement to the contrary.

Re-delivery to bailee who has no title.

159. If the bailor has no title to the goods, and the bailee delivers them back to, or according to the directions of, the bailor, the bailee is not responsible to the owner in respect of such delivery.

Right of third person claiming goods bailed.

160. If a third person claims goods bailed he may apply to the Court to stop the delivery of the goods to the bailor, and to decide the title to the goods.

Right of finder of goods.

161. The finder of goods has no right to sue the owner for compensation for trouble and expense voluntarily incurred by him to preserve the goods and to find out the owner, but he has a right to retain the goods against the owner until he receives such compensation; and where the owner offers a specific reward for the return of goods lost, the finder has a right to retain them until he receives the reward.

Bailee's particular lien.

162. Where the bailee has, in accordance with the purpose of the bailment, rendered any service involving the exercise of labor or skill on the goods bailed, he has, in the absence of any agreement to the contrary, a right to retain the goods until he receives remuneration for the services he has rendered in respect of them.

Illustrations.

(*a.*) A. delivers a rough diamond to B., a jeweller, to be cut and polished, which is accordingly done. B. is entitled to retain the stone till he is paid for the services he has rendered.

(*b.*) A. gave some cloth to B., a tailor, to make into a coat. A. agreed with B. that the coat should be delivered as soon as it was finished, and that three months' credit should be given for the price. B. is not entitled to retain the coat until he is paid.

Bankers, factors, and wharfingers have no general lien.

163. In the absence of any agreement to the contrary, bankers, factors, and wharfingers have no right to retain any goods bailed to them as a security for a general balance of account.

Pledge.

'Pledge,' 'pawnor,' and 'pawnee' defined.

164. The bailment of goods as security for payment of a debt or performance of an engagement is called pledge. The bailor is in this case called the pawnor. The bailee is called the pawnee.

Pawnee's right of retainer.

165. The pawnee may retain the goods pledged, not only for payment of the debt or the performance of engagement, but for the interest of the debt and all necessary expenses incurred by him in respect of the possession or for the preservation of the goods pledegd.

In case of subsequent advances.

166. The pawnee shall not retain the goods pledged for any other debt or engagement than the debt or engagement for which they are delivered, except by agreement between the parties; but such agreement, in the absence of anything to the contrary, will be presumed in regard to subsequent advances made by the pawnee.

Extraordinary expenses incurred by pawnee.

167. The pawnee is entitled to receive from the pawnor extraordinary expenses incurred by him for the preservation of the goods pledged.

Pawnee's right where pawnor makes default.

168. If the pawnor makes default in payment of the debt or performance of the engagement at the stipulated time, the pawnee may bring a suit against the pawnor upon the debt or engagement, and retain the goods pledged as a collateral security, or may sell the thing pledged on giving the pawnor reasonable notice of the sale. If the proceeds of the sale are less than the amount due in respect of the debt or engagement, the pawnor is still liable to pay the balance. If the proceeds of the sale are greater than the amount so due, the pawnee shall pay over the surplus to the pawnor.

Defaulting pawnor's right to redeem.

169. If a time is stipulated for the payment of the debt or performance of the engagement for which the pledge is made, and the pawnor makes default in payment of the debt or performance of the engagement at the stipulated time, he may redeem the goods pledged at any time before the actual sale of them.

Pledge by possessor of documentary title to goods.

170. A person who is in possession of goods, or of any bill of lading, dock-warrant, warehouse-keeper's certificate, warrant or order for delivery, or any other document of title to goods, may make a valid pledge of such goods, or documents: Provided that the pawnee acts in good faith and under circumstances which are not such as to raise a reasonable presumption that the pawnor is acting improperly.

Pledge where pledgor has only a limited interest.

171. Where a person pledges goods in which he has only a limited interest, the pledge is valid to the extent of that interest.

Suits against wrong-doers.

Suits by bailor or bailee against wrong-doers.

172. If a third person wrongfully deprives the bailee of the use or possession of the goods bailed, or does them any injury, the bailee is entitled to use such remedies as the owner might use in the like case if no bailment had been made, and either the bailor or the bailee may bring a suit against a person for such deprivation or injury.

Apportionment of proceeds of such suits.

173. Whatever is obtained by way of relief or compensation in any such suit shall, as between the bailor and the bailee, be dealt with according to their respective interests.

PART VII.

Of Agency.

'principal'

174. An agent is a person employed to do any act for another, or to represent another in dealings with third persons. The person for whom the act is done, or who is represented, is called the principal.

Who may be a principal.

175. Any person who is of the age of majority according to the law to which he is subject, and who is of sound mind, may employ an agent.

Who may be an agent.

176. As between the principal and third persons, any person may become an agent; but no person who is not of the age of majority and of sound mind can become an agent, so as to be responsible to his principal according to the provisions in that behalf herein contained.

Agency created without consideration.

177. No consideration is necessary to create an agency.

Agent's authority may be expressed or implied.

178. The authority of an agent may be expressed or implied.

Definitions of expressed and implied authority.

179. An authority is said to be expressed when it is given by words spoken or written. An authority is said to be implied when it is to be inferred from the circumstances of the case; and things spoken or written, or the ordinary course of dealing may be accounted circumstances of the case.

Illustration.

A. owns a shop in Serampore, living himself in Calcutta, and visiting the shop occassionally. The shop is manged by B., and he is in the habit of ordering goods from C. in the name of A. for the purposes of the shop, and of paying for them out of A.'s funds with A.'s knowledge. B. has an implied authority from A. to order goods from C. in the name of A. for the purposes of the shop.

180. An agent having an authority to do any act, has authority to do every lawful thing which is necessary in order to do such act; and an agent having an authority to carry on any business, has authority to do every lawful thing necessary for the purpose of or usually done in the course of conducting such business.

Extent of agent's authority.

Illustrations.

(a.) A. is employed by B., residing in London, to recover at Bombay a debt due to B. A. may adopt any legal process necessary for the purpose of recovering the debt, and may give a valid discharge for the same.

(b.) A. constitutes B. his agent to carry on his business of a ship-builder. B. may purchase timber and other materials, and hire workmen for the purpose of carrying on the business.

181. An agent has authority in an emergency to do all such acts for the purpose of protecting his principal from loss as would be done by a person of ordinary prudence in his own case under similar circumstances.

Agent's authority in an emergency.

Illustrations.

(a.) A ship is driven on shore. The master has authority to hire men and boats to get her off, and to incur all necessary expense for re-fitting her.

(b.) A. consigns provisions to B. at Calcutta, with directions to send them immediately to C. at Cuttack. [illegible] may sell the provisions at Calcutta if they will not [illegible] the journey without spoiling.

182. Contracts entered into throug[illegible] and obligations [illegible] acts done by [illegible] be enfo[illegible]

Enforcement and con[illegible]ences of agent's con[illegible]cts.

[illegible]gal cor[illegible] tere[illegible] pers[illegible]

A. [illegible]ys g[illegible] is an [illegible]or their sa[illegible] the prin[illegible] B.'s principal [illegible]im from [illegible]ice of the goo[illegible] f against [illegible]n a debt due to himself from [illegible] being B.'s agent with authority to receive [illegible] his behalf receives from C. a sum of money [illegible] C. is discharged of his obligation to pay the [illegible]uestion to A.

1[illegible]. Where an agent does more than he is authorized to do, what he does within the scope of his authority, if it can be separated from what is beyond that scope, is binding as between the principal and the agent; the rest not.

Principal how far bound when agent exceeds authority.

Illustration.

A., being owner of a ship and cargo, authorizes B. to procure an insurance for 4,000 Rupees on the ship. B. procures a policy for 4,000 Rupees on the ship, and another for the like sum on the cargo. A. is bound to pay the premium for the policy on the ship, but not the premium for the policy on the cargo.

184. Where an agent does more than he is authorized to do, and what he does beyond the scope of his authority cannot be separated from what is within it, the whole is void as against the principal.

When excess of agent's authority is not separable.

Illustration.

A. authorizes B. to buy 500 sheep for him. B. buys 500 sheep and 200 lambs for one sum of 6,000 Rupees. The whole transaction is void as against A.

185. A sub-agent is a person employed by and acting under the control of the original agent in the business of the agency.

'Sub-agent' defined.

186. An agent cannot lawfully employ another to perform acts which he has expressly or impliedly undertaken to perform personally.

When agent cannot elegate.

187. Where a sub-agent is properly appointed, the principal is, so far as regards third persons, represented by the sub-agent, and is bound by and responsible for his acts, as if he were an agent originally appointed by the principal. The agent is responsible to the principal for the acts of the sub-agent. The sub-agent is responsible for his acts to the agent but not to the principal, except in cases of fraud or wilful wrong.

Representation of principal by sub-agent properly appointed.

Agent's responsibility for sub-agent.

Sub-agent's responsibility.

188. Where an agent has appointed a person to act as a sub-agent without having authority to do so, the agent stands towards that person in the relation [illegible] principal to an agent, and is responsible for [illegible]cts both to the principal and to third persons, [illegible] the principal is not represented by or respon[illegible]e for the acts of the person so employed, nor is [illegible] person responsible to the principal.

[illegible]gent's responsibility [illegible] sub-agent appointed [illegible]out authority.

189. Where an agent, holding an express or implied authority to name another person to act for the principal in the business of the agency, has named [illegible] person accordingly; such person is not a [illegible]t, but an [illegible]ent of the principal for such [illegible] bu[illegible] the agen[illegible] as is entrusted [illegible]

[illegible]tion to principal of [illegible] named by agent [illegible]ed to name another [illegible] principal.

(a.) [illegible], to sell his estate by auctio[illegible] emp[illegible]oneer for the purpose. B. names [illegible]uctioneer, to [illegible]nduct the sale. C. is not a sub-age[illegible] is A.'s agent for the conduct of the sale.

(b.) A., a merchant in Calcutta, consigns goods to B., a merchant in London, and directs him to sell the goods. B. appoints C., a broker, to sell the goods for A. C. is not a sub-agent, but is agent for A.

(c.) A. appoints B., a merchant in Calcutta, his attorney, for the purpose of recovering the monies due to A. from C. & Co. B. instructs D., a solicitor, to take legal proceedings against C. & Co. for the recovery of the money. D. is not a sub-agent, but is solicitor for A.

190. In selecting such agent for his principal, an agent is bound to exercise the same amount of discretion as a man of ordinary prudence would exercise in his own case, and if he does this he will not be responsible to the principal for the acts or negligence of the agent so selected.

Agent's duty in naming such person.

Illustrations.

(a.) A. directs B. to buy and ship a cargo of indigo for him, and to have the cargo properly insured. B. employs an insurance broker of good reputation, who effects an insurance on the cargo. The ship, having the cargo on board, is lost; but owing to the omission of some usual stipulations in the policy of assurance, the underwriters refuse to pay the sum insured. B. is not responsible to A. for the loss, but the insurance broker is.

(b.) B., the agent of A., employs an auctioneer in good credit to sell goods of A., and allows the auctioneer to receive the proceeds of the sale. The auctioneer afterwards becomes insolvent without having accounted for the proceeds. B. is not responsible to A. for the proceeds.

191. An agent is bound to conduct the business of his principal according to the directions given by the principal, or, in the absence of any such directions, according to the

Agent's duty in conducting principal's business.

custom which prevails in doing business of the same kind. When the agent adopts a different course, if any loss be sustained, he must make it good to his principal, and if any profit accrues he must account for it.

Illustrations.

(*a.*) A., an agent engaged in carrying on for B. a business in which it is the custom to invest from time to time at interest the monies which may be in hand, omits to make such investment. A. must make good to the principal the interest usually obtained by such investments.

(*b.*) B., a broker, in whose business it is not the custom to sell on credit, sells goods of A. on credit to C., whose credit at the time was very high. C., before payment, becomes insolvent. B. must make good the loss to A.

Skill and diligence required from agent.

192. An agent is bound to conduct the business of the agency with as much skill as is generally possessed by persons engaged in similar business, unless the principal has notic[illegible] of his want of skill. The agent is always bou[illegible] to act with diligence, and to use such skill as [illegible] possesses; and to make compensation to his pr[illegible]cipal in respect of the direct consequences of [illegible] own neglect, want of skill, or misconduct, but [illegible] in respect of loss or damage which are indir[illegible] or remotely caused by such neglect, want of sk[illegible] or misconduct.

Illustrations.

(*a.*) A., a merchant in Calcutta, has an agent [illegible] London, to whom a large sum of money is paid on [illegible] account. B. improperly retains the money for a con[illegible]able time. A., in consequence of not receiving the [illegible] becomes insolvent. B. is liable for the money and [illegible]est from the day on which it ought to have be[illegible] according to th[illegible] usual rate, but not further.

(*b.*) A., an a[illegible]nt for the sale of [illegible]ods, having [illegible] to sell on credit, [illegible]ls to B., on cre[illegible]ithout [illegible] proper and usual lines as [illegible]enc[illegible] at the time of such s[illegible] pensation to his princ[illegible] sustained.

(*c.*) A., an insurance b[illegible]ed [illegible] effect an insurance on a ship, omit[illegible] see that the [illegible]clauses are inserted in the policy. The ship is af[illegible]s lost. In consequence of the omission of the clauses nothing can be recovered from the underwriters. A. is bound to make good the loss to B.

(*d.*) A., merchant in England, directs B., his agent at Bombay, to send him 100 bales of cotton by a certain ship. B., having it in his power to send the cotton, omits to do so. The ship arrives safely in England. Soon after her arrival the price of cotton rises. B. is bound to make good to A. the profit which he might have made by the 100 bales of cotton at the time the ship arrived, but not any profit he might have made by the subsequent rise.

Agent's accounts.

193. An agent is bound to render proper accounts to his principal on demand.

Agent's duty to communicate with principal.

194. It is the duty of an agent in cases of difficulty to use all reasonable diligence in communicating with his principal, and in seeking to obtain his instructions.

Agent dealing on his own account in business of agency without principal's consent.

195. If a person who is an agent deals on his own account in the business of the agency without first obtaining the consent of the principal, and acquainting him with all material circumstances which have come to his own knowledge on the subject, the principal is at liberty, on discovering such circumstances, either to adopt or to repudiate the transaction.

Illustrations.

(*a.*) A. directs B. to sell A.'s estate. B. buys the estate for himself in the name of C. A., on discovering that B. has bought the estate for himself, may either epudiate or adopt the sale at his option.

(*b.*) A. directs B. to sell A.'s estate. B. on looking at the estate before selling it, finds a mine on the estate which is unknown to A. B. informs A. that he wishes to buy the estate for himself, but conceals the discovery of the mine. A. allows B. to buy, in ignorance of the existence of the mine. A., on discovering that B. knew of the mine at the time he bought the estate, may either repudiate or adopt the sale at his option.

Agent dealing on his own account with principal in business of agency, is not entitled to remuneration.

196. An agent dealing on his own account with his principal in the business of the agency [illegible] not entitled to any remuneration as agent, notwithstanding that the principal adopts the transaction.

Illustration.

A. agrees that B. will find a purchaser for his land in Bombay at 2 Rupees a yard, A. will give B. 5 per cent. commission. B. afterwards buys on his own account, and A. adopts the contract. B. is not entitled to any commission.

Principal's right to benefit gained by agent dealing on his own account in business of agency.

197. If an agent without the knowledge of his principal deals in the business of the agency on his own account instead of on account of his principal, the principal is entitled to claim from the agent any benefit which may have resulted to him from [illegible]he transaction.

Illustration.

[illegible] B. to buy a certain house for him. B. tells [illegible]e brought, and buys the house for himself. [illegible]covering that B. has bought the house, [illegible] it to A. at the price he gave for it.

[illegible]ay retain, out of any sums [illegible]d on account of [illegible] [illegible]e busi[illegible] [illegible]mon[illegible] [illegible]ect[illegible] [illegible]n i[illegible] [illegible]uch rem[illegible] [illegible]r acting as [illegible]ubject to s[illegible] [illegible]tions, the agent is [illegible] to pay to his princ[illegible] sums received on his a[illegible]

Agent's [illegible] sums receiv[illegible] principal.

200. In the absence of any agreement [illegible] contrary, remunerati[illegible] respect of the perform[illegible]nce of any act is not due [illegible] the agent until the completion of such act.

When agent's remuneration becomes due.

Misconduct disentitles agent to remuneration.

201. An agent who is guilty of gross misconduct in the business of the agency, is not entitled to any remuneration in respect of that part of the business which has been so misconducted.

Illustrations.

(*a.*) A. employs B. to recover 1,00,000 Rupees from C. and lay it out on good security. B. recovers the 1,00,000 Rupees and lays out 90,000 Rupees on good security, but lays out 10,000 Rupees on insufficient security, whereby A. loses 2,000 Rupees. B. is entitled to remuneration for recovering the 1,00,000 Rupees and for investing the 90,000 Rupees. He is not entitled to any remuneration for investing the 10,000 Rupees, and he must make good the 2,000 Rupees to B.

(*b.*) A. employs B. to recover 1,000 Rupees from C. Through B's. misconduct the money is not received. B. is entitled to no remuneration for his services, and must make good the loss.

Agent's lien on principal's goods and papers.

202. In the absence of any agreement to the contrary, an agent is entitled to retain goods, papers, and other property of the principal received by him, until the amount due to himself for commission, disbursements, and

services in respect of the same has been paid or accounted for to him.

Ratification.

Effect of ratification.

203. Where acts are done by one person on behalf of another, but without his knowledge, he may elect to ratify or to disown such acts. If he ratify them, the same effects will follow as if they had been performed by his authority.

Ratification may be expressed or implied.

204. Ratification may be expressed or may be implied in the conduct of the person on whose behalf the acts are done.

Illustration.

A. without authority buys goods for B. Afterwards B. sells them to C. on his own account. B.'s conduct implies a ratification of the purchase made for him by A.

Knowledge requisite to valid ratification.

205. No valid ratification can be made by a person whose knowledge of the facts of the case is materially defective.

Effect of ratifying unauthorized act forming part of a transaction.

206. A person ratifying any unauthorized act done on his behalf ratifies the whole of the transaction of which such act formed a part.

Ratification of unauthorized act cannot injure third person.

207. An act done without authority, which, if done with authority, would have the effect of subjecting a third person to damages or of terminating any right or interest of a third person, cannot by ratification be made to have such effect.

Illustrations.

(*a*.) A., an unauthorized person, requires on account of B. the owner of a chattel, the delivery of the chattel to B. This demand cannot be ratified by B. so as to make the holder liable for damages for default.

(*b*.) A. holds a lease from B. terminable on three months' notice. C., an unauthorized person, gives notice of termination to A. The notice cannot be ratified so as to be binding on A.

Consequences of notice given to agent.

208. Any notice given to or information obtained by the agent, provided it be given or obtained in the course of the business transacted by him for the principal, shall, as between the principal and third parties, have the same legal consequence as if it had been given to or obtained by the principal.

Illustrations.

(*a*.) A. is employed by B. to buy certain goods from C., and buys them accordingly. In the course of the treaty for the sale A. learns that the goods really belonged to D., but B. is ignorant of that fact. B. is not entitled to set off a debt owing to him from C. against the price of the goods.

(*b*.) A. is employed by B. to buy goods from C. A. was, before he was so employed, a servant of C., and then learnt that the goods really belonged to D., but B. is ignorant of that fact. In spite of the knowledge of his agent, B. may set off against the price of the goods a debt owing to him from C.

Agent cannot personally enforce nor be bound by contracts on behalf of principal.

Implication of agreement to contrary.

209. In the absence of any agreement to the contrary, an agent cannot personally enforce contracts entered into by him on behalf of his principal, nor is he personally bound by them.

Explanation.—Such an agreement may be implied in the following cases :—

(1.) Where the contract is made by an agent for the sale or purchase of goods for a merchant resident abroad.

(2.) Where the agent does not disclose the name of his principal.

(3.) Where the principal, though disclosed cannot be sued.

Performance of contract with agent supposed to be principal.

210. Where one man enters into an engagement by contract with another, having no knowledge or reasonable ground of suspicion that the other is an agent, the principal, if he requires the performance of the engagement, can only obtain it, subject to the rights and obligations subsisting between the agent and the other party to the contract.

Illustration.

A., who owes 500 Rupees to B., sells 1,000 Rupees' worth of rice to B. A. is acting as agent for C. in the transaction, but B. has no knowledge nor reasonable ground of suspicion that such is the case. C. cannot compel B. to take the rice without allowing him to set off A.'s debt.

Principal's liability where agent personally liable.

211. In cases where the agent is personally liable, a person dealing with him may hold either him or his principal, or both of them, liable.

Illustration.

A. enters into a contract with B. to sell him 100 bales of cotton, and afterwards discovers that B. was acting as agent for C. A. may sue either B. or C., or both, for the price of the cotton.

Consequence of inducing agent or principal to act on belief that principal or agent will be held exclusively liable.

212. A person who enters into a contract with an agent, if he afterwards induces the agent to do any act in the belief that the principal will be held exclusively liable on the contract, cannot hold the agent liable ; and in like manner if he induces the principal to do any act in the belief that the agent will be held exclusively liable, he cannot hold the principal liable.

Illustration.

A., in Bombay, agrees as agent for B., a merchant in London, to buy 100 bales of cotton from C. C. intimates to B. that he intends to hold A. exclusively liable for the price of the cotton, and B. relying upon this intimation settles his account with A., giving A. credit for the price of the cotton. A. afterwards becomes bankrupt without having paid the price of the cotton to C. C. cannot hold B. liable for the price of the cotton.

Liability of pretended agent.

213. A person untruly representing himself to be the authorized agent of another, and thereby inducing a third person to deal with him as such agent, is liable, if his supposed employer does not ratify his acts, to make compensation to the other, according to the rules laid down in the chapter on contracts, Section 50, in respect of any loss or damage which he has incurred by so dealing.

Person falsely contracting as agent, not entitled to performance.

214. A person with whom a contract has been entered into in the character of agent is not entitled to require the performance of it, if he was in reality acting not as agent but on his own account.

Liability of principal inducing belief that agent's unauthorized acts were authorized.

215. When an agent has without authority done acts or incurred obligations to third persons on behalf of his principal, the principal is bound by such acts or obligations if he had by his words or conduct induced such persons to believe that such acts and obligations were within the scope of the agent's authority.

Illustrations.

(*a*.) A. consigns goods to B. for sale, and gives him verbal instructions not to sell under a fixed price. C. being ignorant of B.'s intructions enters into an agree-

ment with B. to buy the goods at price lower than the reserved price. A. is bound by the agreement.

(*b.*) A. knows that B. is an agent of C., and acting under written instructions from C., but makes an agreement with B. as C.'s agent without asking to see the instructions. The terms of the agreement are contrary to the instructions. C. is not bound by the agreement.

Ship-master's authority to sign bill of lading.

216. The master of a ship has not, as such, any authority to sign bills of lading without receiving the goods to which they refer.

Master's liability for injuries caused by his servant.

217. A master is bound to make compensation to third persons for injuries caused by the negligence or unskilfulness of his servant acting as such, but not for his wilful misconduct.

Illustrations.

(*a.*) A.'s coachman, driving A.'s carriage on A.'s business, strikes B.'s horses, not wantonly, but in order to extricate himself from a difficulty, and causes the horses to run away, in consequence of which B.'s carriage is overturned and broken. A. is liable to make compensation to B. in respect of the loss or damaged caused to him by the breaking of the carriage.

(*b.*) A.'s coachman, driving A.'s coach on A.'s business, wantonly strikes B.'s horses, which run away, in consequence of which B.'s carriage is overturned and broken. A. is not, but his coachman is, liable to make compensation to B. in respect of the loss or damaged caused to him by the breaking of the carriage.

(*c.*) The commander of A.'s ship, navigating the ship on A.'s business, through negligence runs over B.'s boat. A. is liable to make compensation to B. in respect of loss or damage caused to him thereby.

(*d.*) The commander of A.'s ship, navigating the ship on A.'s business, intentionally runs over B.'s boat. A. is not, but the commander is, liable to make compensation to B. in respect of loss or damaged caused to him thereby.

(*e.*) A.'s coachman driving A.'s coach, runs over B. on A.'s business, through negligence, who thereby sustains severe bodily injury. A. is not, but the coachman is, liable to make compensation to B. in respect of such injury.

(*f.*) A. employs B. to act as conductor of his omnibus. C. enters the omnibus, and having behaved improperly there, is removed by B. with unnecessary violence. In consequence of B.'s violence C. is seriously injured. A. is not, but B. is, liable to make compensation to C. in respect of the effects of such injury.

(*g.*) A. was in the habit of buying corn and directing the vendor to deliver it at B.'s wharf, and of paying for the corn on the production of the receipt of B. or his servant. B.'s servant, whose duty it was to receive the corn, and give receipts for it on behalf of B., gave C. a receipt for corn that had never been delivered, and thus enabled C. to obtain money from A. B. is not liable to make compensation to A. in respect of the loss caused to him by the conduct of B.'s servant.

Employer's responsibility for injuries caused to third person in doing lawful act.

218. A person who employs another to do a lawful act, otherwise than as a servant, is not responsible for injuries caused to third persons in the doing of that act by the negligence or unskilfulness of the person employed, except in any case where the injuries may have been caused by conduct which the employer had authorized or adopted.

Illustrations.

(*a.*) A. employs B., a builder, to pull down and rebuild A.'s house. In consequence of the negligence of B.'s workmen in pulling down the house, the front of C.'s house, which adjoins A.'s, falls down. A. is not liable to make good the loss to C., but B. is.

(*b.*) A. employs B., a builder, to execute certain alterations in a house, including the preparation and fixing of gas fittings. B. makes a sub-contract with C., a gas-fitter, to execute this part of the work. D. is injured by an explosion of gas, caused by C.'s negligence. C. is, but A. and B. are not, liable to make compensation to D. in respect of such injury.

Responsibility for injuries arising from non-performance of act which a person is bound to do.

219. A person who is bound to do any act is responsible for all injuries arising from the non-performance of such act, although he may have employed another to do it.

Illustrations.

(*a.*) A. is bound to repair the wall of his house, which is in a dangerous state. He employs B. to repair it. B. omits to do so. The wall falls down; and in doing so draws with it a part of an adjoining house belonging to C. A. is liable to make good the loss to C.

(*b.*) A. is bound to cover in a drain in front of his house, and employs B. to do so. B. neglects to cover in the drain; in consequence of B.'s negligence C. falls into the drain, and is hurt. A. must make compensation to C.

Compensation for injuries caused by act of person employed to do the act.

220. A person employing another to do any act is bound to make compensation to third persons in respect of injuries caused directly by such act.

Master's liability for injury to one servant by misconduct, &c., of another.

Exception.—Where two persons are engaged as agents or servants to the same master for a common object, the master is not bound to make compensation to one servant in respect of loss or damage arising from the misconduct, negligence, or want of skill of the other, unless he neglected to use ordinary care in the selection of the servant who has caused the injuries.

Illustrations.

(*a.*) A. employs B. to build a house according to a particular plan. The house cannot be built without obscuring the lights of a neighbour's house. The house is built accordingly. A. is liable to make good the loss or damage thereby sustained by the neighbour.

(*b.*) The guard of a train is injured through the negligence of the plate-layers to keep the line in proper order. Ordinary care had been used in the selection of the plate-layers. The Railway Company is not liable to indemnify the guard.

Compensation to agent for injury caused by principal's neglect.

221. The master must make compensation to his agent or servant in respect of injury caused to such agent or servant by the master's neglect or want of skill.

Illustration.

A. employs B. as a brick-layer in building a house, and puts up the scaffold for himself. The scaffolding is unskilfully put up, and B. is in consequence hurt. A. must make compensation to B.

Profit resulting from agent's fraud.

222. The principal cannot retain any profit resulting from the fraud of his agent, although such fraud have been unathorized by or unknown to the principal.

Agent's responsibility for injuries arising from neglect.

223. An agent is not responsible to third persons for injuries to them arising from his neglect of duty, but he is bound to make compensation to his employer in respect of all sums properly paid by him on account of such injuries.

Illustration.

A. is bound to cover in a drain in front of his house, and employs B. to do so. B. neglects to cover in the drain; in consequence of B.'s negligence, C. falls into the drain, and is hurt. B. is not liable to make compensation to C; but B. must make compensation to A. in respect of any compensation which A. has been compelled to make to C.

Agent's responsibility for wrongful acts.

224. An agent is in all cases responsible to third persons for wrongful acts done by him, though such acts may have been previously commanded or subsequently ratified by his employer.

Termination of agency.

225. An agency is terminated by the principal revoking his authority or by the agent renouncing the business of the agency, or by the business of the agency being completed, or by either the principal or agent dying or becoming of unsound mind: or by the principal being adjudicated an Insolvent under the provisions of any Act for the time being in force for the relief of Insolvent debtors.

Where agency is coupled with an interest.

226. Where the agent has himself an interest in the property which forms the subject matter of the agency, the agency cannot be terminated to the prejudice of such interest.

Illustrations.

(*a.*) A. gives authority to B. to sell A.'s land, and to pay himself out of the proceeds the debts due to him from A. A. cannot revoke this authority, nor can it be terminated by his insanity or death.

(*b.*) A. consigns 1,000 bales of cotton to B., who has made advances to him on such cotton, and desires B. to sell the cotton, and to repay out of the price the amount of his own advances. A. cannot revoke this authority, nor is it terminated by his insanity or death.

Revocation of agent's authority.

227. The principal may (save as is otherwise provided by the last preceding section) revoke the authority given to his agent at any time before the authority has been exercised so as to bind the principal.

Revocation where authority is partly exercised.

228. The principal cannot revoke the authority given to his agent after the authority has been partly exercised, so far as regards such acts and obligations as arise from acts already done in the agency.

Illustrations.

(*a.*) A. authorizes B. to buy 1,000 bales of cotton on account of A., and to pay for it out of A.'s monies remaining in his hands. B. buys 1,000 bales of cotton in his own name, so as to make himself personally liable for the price. A. cannot revoke his authority so far as regards payment for the cotton.

(*b.*) A. authorizes B. to buy 1,000 bales of cotton on account of A., and to pay for it out of A.'s monies remaining in B.'s hands. B. buys 1,000 bales of cotton in A.'s name, and so as not to render himself personally liable for the price. A. can revoke B.'s authority to pay for the cotton.

Compensation for revocation or renunciation.

229. If it has been agreed expressly or by implication that the agency should be continued for any period of time, the principal must make compensation to the agent, or the agent to the principal, as the case may be, for any previous revocation or renunciation of the agency without sufficient cause.

Notice of revocation or renunciation.

230. Reasonable notice must be given of such revocation or renunciation, or the damage thereby resulting to the principal or the agent, as the case may be, must be made good to him by the other.

Revocation and renunciation may be expressed or implied.

231. Revocation and renunciation may be expressed, or may be implied in the conduct of the principal or agent respectively.

Illustration.

A. empowers B. to let A.'s house. Afterwards A. lets it himself. This is an implied revocation of B.'s authority.

When termination of agent's authority takes effect.

232. The termination of the authority of an agent does not, so far as regards the agent, take effect before it becomes known to him, or, so far as regards third persons before it becomes known to them.

Illustrations.

(*a.*) A. directs B. to sell goods for him, and agrees to give B. 2 per cent. commission on the price fetched by the goods. A. afterwards by letter revokes his authority. B., after the letter is sent, but before he receives it, sells the goods for 100 Rupees. The sale is binding on A., and B. is entitled to two Rupees as his commission.

(*b.*) A., at Madras, by letter directs B. to sell some cotton lying in a warehouse in Bombay for him, and afterwards by letter revokes his authority to sell, and directs B. to send the cotton to Madras. B. after receiving the second letter enters into a contract with C., who knows of the first letter, but not of the second, for the sale to him of the cotton. C. pays B. the money, with which B. absconds. The contract is binding on A.

Agent's duty on termination of agency by principal's death or insanity.

233. When an agency is terminated by the principal dying or becoming of unsound mind, the agent is bound to take all reasonable steps for the protection and preservation of the interest entrusted to him.

Illustrations.

(*a.*) A., in London, consigns to his agent B., at Calcutta, for sale, a cargo of porcelain. A dies. B.'s duty, under ordinary circumstances, is to warehouse and retain the porcelain.

(*b.*) A., in New York, consigns to B., in Calcutta, for sale, a cargo of ice. A. dies. It is B.'s duty to sell the ice as soon as possible.

Termination of sub-agent's authority.

234. The termination of the authority of an agent causes the termination of the authority of all sub-agents appointed by him, subject to the rules herein contained regarding the termination of an agent's authority.

PART VIII.

Of Partnership.

'Partnership' defined.

235. Partnership is the relation which subsists between persons who have agreed to combine their property, labour, or skill in some business, and to share the profits thereof between them.

'Firm' defined.

Persons who have entered into partnership with one another are called collectively a firm.

Illustrations.

(*a.*) A. and B. buy 100 bales of cotton which they agree to sell for their joint profit; A. and B. are partners in respect of such cotton.

(*b.*) A. and B. buy 100 bales of cotton, agreeing to share it between them. A. and B. are not partners.

(*c.*) A. agrees with B., a goldsmith, to buy and furnish gold to B., to be worked up by him and sold, and that they shall share in the profits. A. and B. are partners.

(*d.*) A. and B. agree to work together as carpenters, but that A. shall receive all profits, and shall pay wages to B. A. and B. are not partners.

(*e.*) A. and B. are joint owners of a ship. This circumstance does not make them partners.

236. A loan to a person engaged or about to engage in any trade or undertaking upon a contract with such person that the lender shall receive interest at a rate varying with the profits, or that he shall receive a share of the profits, does not, of itself, constitute the lender a partner or render him responsible as such.

Lender not a partner by advancing money for share of profits.

237. In the absence of any agreement to the contrary, property left by a retiring partner or the representative of a deceased partner to be used in the business, is to be considered a loan within the meaning of the last preceding section.

Property left in business by retiring partner or deceased partner's representative.

238. No contract for the remuneration of a servant or agent of any person engaged in any trade or undertaking by a share of the profits of such trade or undertaking shall, of itself, render such servant or agent responsible as a partner therein nor give him the rights of a partner.

Contract for servant's remuneration by share of profits.

239. No person being a widow or child of a deceased partner of a trader, and receiving by way of annuity a portion of the profits made by such trader in his business, shall, by reason only of such receipt, be deemed to be a partner of such trader, or be subject to any liabilities incurred by him.

Annuity out of profits to widow or child of deceased partner.

240. No person receiving by way of annuity or otherwise a portion of the profits of any business, in consideration of the sale by him of the good-will of such business, shall, by reason only of such receipt, be deemed to be a partner of the person carrying on such business, or be subject to his liabilities.

Portion of profits received for sale of good-will.

241. A person who has, by words spoken or written, or by his conduct, led another to believe that he is a partner in a particular firm is responsible to him as a partner in such firm.

Responsibility of person leading another to believe him a partner.

242. Any one permitting himself to be represented as a partner is liable as such to third persons who, on the faith thereof, give credit to the partnership.

Liability of person permitting himself to be represented as a partner.

243. A person who is under the age of majority, according to the laws to which he is subject, may be admitted to the benefits of partnership, but cannot be made personally liable for any obligation of the firm; but the share of such minor in the property of the firm is liable for the obligations of the firm.

Minor partner.

244. A person who has been admitted to the benefits of partnership under the age of majority, becomes, on attaining that age, liable for all obligations incurred by the partnership since he was so admitted, unless he gives public notice within a reasonable time of his repudiation of the partnership.

Liability of minor partner on attaining majority.

245. Every partner is liable for all debts and obligations incurred by or on behalf of the partnership.

Partner's liability for debts of partnership.

246. Every partner is liable to make compensation to third persons in respect of loss or damage arising from the neglect or fraud of any partner in the management of the business of the firm.

Partner's liability to third person for neglect or fraud of co-partner.

247. Each partner who does any act necessary for or usually done in carrying on the business of such a partnership as that of which he is a member, binds his co-partners to the same extent as if he were their agent duly appointed for that purpose.

Partner's power to bind co-partners.

Exception.—If it has been agreed between the partners that any restriction shall be placed upon the power of any one of them, no act done in contravention of such agreement shall bind the firm with respect to persons having notice of such agreement.

Illustrations.

(*a.*) A. and B. trade in partnership. A. residing in England and B. in India. A. draws a bill of exchange in the name of the firm. B. has no notice of the bill, nor is he at all interested in the transaction. The firm is liable on the bill, provided the holder did not know of the fraud.

(*b.*) A., being one of a firm of solicitors and attorneys, draws a bill of exchange in the name of the firm without authority. The other partners are not liable on the bills.

(*c.*) A. and B. carry on business in partnership as bankers: a sum of money is received by A. on behalf of the firm. A does not inform B. of such payment, and afterwards A. appropriates the money to [illegible] The partnership is liable to make good the [illegible]

(*d.*) A., a partner, takes upon him to [illegible] firm shall submit to an arbitration. [illegible] void.

(*e.*) A. and B. are partners. A. with [illegible] cheating B., goes to a shop and purchases [illegible] might be used in the partnership business, which [illegible] verts to his own separate use, there being no [illegible] between him and the seller. The firm is liable [illegible] price of the goods.

248. Where partners have by agreement [illegible] lated and defined as [illegible] themselves their rights and obligations; such agreement can be annulled or altered only by consent of all of them, which consent must either be expresssd or be implied from a uniform course of dealing.

Annulment of agreement defining partners' rights and obligations.

Illustration.

A., B., and C. intending to enter into partnership, execute written articles of agreement, by which it is stipulated that the net profits arising from the partnership business shall be equally divided between them. Afterwards they carry on the partnership business for many years, A. receiving one-half of the net profits, and the other half being divided equally between B. and C. without any remonstrance on their part. This course of dealing supersedes the provision in the articles as to the division of profits.

249. In the absence of any agreement to the contrary, the relations of the partners to each other are determined by the following rules:—

General rule determining partner's mutual relations.

(1.) All partners are joint owners of all property originally brought into the partnership stock, or bought with money belonging to the partnership, or acquired for purposes of the partnership business. All such property is called partnership

property. The share of each partner in the partnership property is the value of his original contribution, increased or diminished by his share of profit or loss.

(2.) All partners are entitled to share equally in the profits of the partnership business, and must contribute equally towards the losses sastained by the partnership.

(3.) Each partner has a right to take part in the management of the partnership business.

(4.) Each partner is bound to attend diligently to the business of the partnership, and is not entitled to any remuneration for acting in such business.

(5.) All ordinary matters of partnership business may be done with the consent of the majority of the partners; but no change in the nature of the business of the partnership can be made, except with the consent of all the partners.

(6.) No person can introduce a new partner into a firm without the consent of all the partners.

(7.) If from any cause whatsoever, any member of a partnership ceases to be so, the partnership is dissolved as between all the other members.

(8.) Unless the partnership has been entered into for a fixed term, any partner may retire from it at any time.

(9.) Where a partnership has been entered into for a fixed term, no partner can of thuring such term retire, except with the consent of all the partners, nor can he be expelled by his partners for any cause whatever.

(10.) Partnerships, whether entered into for a fixed term or not, are dissolved by the death of any partner.

When Court may dissolve partnership.

250. At the suit of a partner the court may dissolve the partnership in the following cases :—

(1.) When a partner becomes of unsound mind.

(2.) When a partner other than the person suing has been adjudicated an insolvent under any law relating to insolvent debtors.

(3.) When a partner other than the person suing has done any act by which the whole interest of such partner is legally transferred to a third person.

(4.) When any partner becomes incapable of performing his part of the partnership contract.

(5.) When a partner other than the person suing is guilty of gross misconduct in the affairs of the partnership or towards his partners.

(6.) When the business can only be carried on at a loss.

Dissolution of partnership by prohibition of business

251. A partnership is in all cases dissolved by its business being prohibited by law.

Application of original terms to partnership continued under them.

252. If a partnership entered into for a fixed term be continued after such term has expired, the rights and obligations of the partners will, in the absence of any agreement to the contrary, remain the same as they were at the expiration of the term, so far as such rights and obligations can be applied to a partnership dissolvable at the will of any partner.

General duties of partners.

253. Partners are bound to carry on the business of the partnership for the greatest common advantage, to be just and faithful to each other, and to render true accounts and full information of all things affecting the partnership to any partner or his legal representatives.

Benefit derived from transaction affecting partnership.

254. A partner must account to the firm for any benefit derived from a transaction affecting the partnership.

Illustrations.

(*a.*) A. and B. are partners for the sale of a mineral of a certain description. A. keeps a shop near a mine where this mineral is found, and buys it from the miners, giving them goods in which he deals in exchange. A. must account to B. for the profit which he obtains by selling his own goods, as well as for that which he derives from the sale of the mineral.

(*b.*) A., B., and C. are partners in trade. C., without the knowledge of A. and B., obtains for his own sole benefit a lease of the house in which the partnership business is caried on. A. and B. are entitled to participate, if they please, in the benefit of the lease.

(*c.*) A., B., and C. carry on business together in partnership as merchants, trading between Bombay and London. D., a merchant in London, to whom they make their consignments, secretly allows C. a share of the commission which he receives upon such consignments, in consideration of C.'s using his influence to obtain the consignments for him. C. is liable to account to the firm for the money so received by him.

Profits made in competing business.

255. If a partner, without the knowledge and consent of the other partners, carries on any business competing or interfering with that of the firm, he must account to the firm for all profits made in such busiuess, and must make compensation to the firm for any loss occasioned thereby.

Liability of incoming partner.

256. Every person introduced as a partner into pre-existing firm, is subject to all the obligations incurred by the firm before he was introduced.

Non-revocation of continuing guarantee by change in firm.

257. A continuing guarantee given either to a firm or to a third person in respect of the transactions of a firm, is not revoked as to future transactions by any change in the firm to which, or in respect of the transactions of which, such guarantee was given.

Non-liability of deceased partner's estate for subsequent obligations.

258. The estate of a partner who has died is not liable in respect of any obligation incurred by the firm after his death.

Payment of partnership-debts, and of separate debts.

259. Where there are joint debts due from the partnership, and also separate debts due from any partner, the partnership property must be applied in the first instance in payment of the debts of the firm, and

if there is any surplus, then the share of each partner must be paid to him or applied in payment of his separate debts. The separate property of any partner must be applied first in the payment of his separate debts, and the surplus (if any) in the payment of the debts of the firm.

Continuance of partners' rights and obligations after dissolution.

260. After a dissolution of partnership the rights and obligations of the partners continue in all things necessary for winding up the business of the partnership.

Notice of dissolution.

261. Persons dealing with a firm will not be affected by a dissolution of which no public notice has been given, unless they had themselves notice of such dissolution.

Winding-up by Court after termination of partnership.

262. In the absence of any agreement to the contrary, after the termination of a partnership, each partner or his representatives may apply to the Court to wind up the business of the firm, to provide for the payment of its debts, and to distribute the surplus according to the shares of the partners respectively.

Limited-liability partnerships, incorporated partnerships, and joint-stock companies.

263. Extraordinary partnerships, such as partnerships with limited liability, incorporated partnerships, and joint stock companies, shall be regulated by the law now in force in India relating thereto until further provision shall be made in that behalf.

FIRST SCHEDULE.

Number of Statute or Act.	Title of Act.	Extent of repeal.
Stat. 29 Car. 2, Cap. 3.	An Act for prevention of Frauds and Perjuries.	Sections 1, 2, 3, 4 and 17.
Stat. 11 & 12 Vic., Cap. 21.	To consolidate and amend the law relating to insolvent debtors in India.	Section 42.
Act XIII of 1840.	An Act for the amendment of the law regarding factors by extending to the territories of the East India Company, in cases governed by the English law, the provisions of the the Stat. 4, Geo. iv, c. 83, as altered and amended by the stat. 6, Geo. iv, c. 94.	The whole.
Act XIV of 1840.	An Act for rendering a written memorandum necessary to the validity of certain promises and engagements by extending to the territories of the East India Company, in cases governed by English law, the provisions of Stat. 9 Geo. iv, Cap. 14.	The whole, except Section 4.
Act V of 1866	To provide a summary procedure on Bills of Exchange, and to amend in certain respects the commercial law of British India.	Section 10.
Act XV of 1866.	To amend the law of Partnership in India.	The whole.

SECOND SCHEDULE.

Number of Statute or Act.	Title of Act.	Extent of saving.
Act XI of 1841.	Military Courts of Requests Act.	Section 9.
Act XXI of 1848.	For avoiding wagers ...	The whole.
Act VI of 1849.	For securing Military and Naval pensions and superannuation allowances.	Section 3.
Act XIX of 1850.	Concerning the binding of apprentices.	Sections 8, 9, 10, 11, 12, 22.
Act XVIII of 1853.	For regulating the sale of spirituous liquors, &c., in cantonments.	So much as is not repealed.
Act XVIII of 1854.	An Act relating to Railways in India.	Sections 9, 10, and 11.
Stat. 17 and 18 Vic., Cap. 104.	The Merchant Shipping Act, 1854.	Section 544.
Act I of 1859.	For the amendment of the law relating to Merchant Seamen.	So much as relates to agreements with Seamen.
Act XIII of 1859.	To provide for the punishment of breaches of contract by artificers, workmen, and labourers in certain cases.	The whole.
Act XV of 1863.	To amend Act I of 1859 ...	Section 3.
Act III of 1865.	The Carriers' Act, 1865 ...	The whole.
Act XIV of 1866.	The Indian Post Office Act, 1866.	Section 65.
Act VIII of 1867.	To amend the law relat[illegible] to Horse-racing in India.	[illegible]

Statement of Objects and Re[illegible]

The Bill now submitted to the [illegible] of th[illegible] Governor General for making Ling no co[illegible] Regulations embodies the draft Law o[illegible] liable act prepared under the superintendence [illegible] Indian Law Commissioners A series of section[illegible] having reference to one particular subject has been omitted for reasons which will be afterwards assig[illegible]; but with this exception no change has been made in the draft of the Commissioners other than the correction of some minor errors, of which a f[illegible] appear to be either clerical or typographical.

"The Indian Contract Law"—which is the [illegible]signation proposed for the measure—constit[illegible] the second chapter transmitted to India of [illegible] intended Code of Substantive Civil Law. [illegible] becomes law, it will differ in one important pa[illegible]cular from the chapter which has already received legislative sanction. The "Indian Succession Act," so far at least as regards Intestate Succession, was never intended to include Hindoos and Mahomedans, and the Indian Legislature further exempted Buddhists from its operation. But the Commissioners recommend, and the present Bill proposes, that the new Indian Contract Law shall be of universal application in India.

The recommendation of the Commissioners appears to be justified, not only by the abstract consideration that Contract is the branch of Law on which men of all times and races have come most nearly to indential conclusions, but also by the actual condition of the Law of Contract in India. The state of that Law is thus described in general terms by the Commissioners:—

"Within the limits of the Presidency Towns the decision of suits of the nature is practically

governed by the Law of England, and everywhere else the Judge is to a great extent without the guidance of any positive Law beyond the rule that his decision shall be such as he deems to be in accordance with 'justice, equity, and good conscience.'"

This description needs only to be qualified by the remark that the decisions assumed to be dictated by 'justice, equity, and good conscience,' have of late years been much affected, as a fact, by the English Law of Contract as gathered from the ordinary text books in use among English practitioners.

The largeness of the sphere practically occupied in India by the English Law of Contract, is in truth the justification of the course which has been followed by the Commissioners. Their draft will be found to consist of the English Law of Contract, much simplified, and altered in some particulars so as to accommodate it to the circumstances of this country. As the sections relating to sale do not apply to the sale of immoveable property, and as the law regarding negotiable instruments forms no part of the present measure, the amount of native law which it will displace will be extremely minute.

The principal changes which it is proposed to introduce into the English Law of Contract, considered as the basis of the present measure, are thus indicated by the Commissioners:

"We have not adopted in framing these rules the provisions of the English Statute of Frauds which require certain contracts to be in writing. Those provisions are not of unquestionable expediency even in England; and we think that they are not suited to the habits and present condition of the people of India.

"We have considered whether it would be expedient to render binding in law promises made without consideration. By the English law such promises are held to be binding only when expressed in writings under seal. We have not recognized any distinction between writings under seal and writings not under seal; but we think that, in order to give validity to promises made without consideration, it ought to appear that they were made with due deliberation. In order to attain this object, we propose that such promises shall be binding only when they are given in writing, and are registered with the permission of the promisor, according to the provisions of the law for the time being in force for the registration of assurances.

"By the English law a promise by a creditor to give time for the payment of an existing debt, or the acceptance by him, in full satisfaction of his demand, of a smaller sum than that which is due to him, is not binding on him unless there has been some new consideration given for it, such as an undertaking to give an additional or different security, or to pay the debt in a manner or at a time more advantageous to the creditor than that originally agreed upon; or unless the creditor's engagement to take less than his due, or to give time, be contained in a composition, deed, or agreement entered into by the debtor with his creditors generally; but a slight variation of the terms of the contract will satisfy these conditions. We have provided, that a person who is entitled to claim performance of an engagement, may dispense with or remit such performance wholly or in part, or may accept instead of it any satisfaction which he thinks fit.

"With regard to goods sold by a person who has no right to sell them, the general rule of English law is that the owner of the goods retains the ownership notwithstanding his having lost the possession of them and their having been sold to a third person. But from this rule there is an exception in the case of goods sold in open market, an expression which, by the custom of London, applies to every shop within the city.

"It cannot be denied that the subject is difficult. We have to consider, on one hand, the hardship suffered by an innocent person who losses in this way his right to recover what was his undoubted property. But, on the other hand, still greater weight appears to us to be due to the hardship which a *bonâ fide* purchaser would suffer were he to be deprived of what he bought. The former is very often justly chargeable with remissness or negligence in the custody of the property. The conduct of the latter has been blameless. The balance of equitable consideration is therefore on the side of a rule favourable to the purchaser; and we think that sound policy with respect to the interests of commerce points to the same conclusion.

"We have, therefore, provided that the ownership of goods may be acquired by buying them from any person who is in possession of them, if the buyer acts in good faith, and under circumstances which are not such as to raise a reasonable presumption that the person in possession has no right to sell them.

"Similar provisions have been inserted—in accordance, we may observe, with the spirit of the Factors' Act—to meet the cases of those who have purchased goods or taken them by way of pledge from persons in possession of any documentary title to the goods, where the circumstances are not such as to raise a reasonable presumption that the person in possession of the documents has no right to sell or to pledge the goods.

"It would seem that by the English law if a buyer or any person claiming under him, is by reason of the invalidity of the seller's title deprived of the thing sold, he cannot claim compensation from the seller for loss thereby caused. We propose that in such cases the seller shall be responsible, unless a contrary intention appears by the agreement.

"In order to avoid the litigation which arises under the English law on the subject of the distinction between penalty and liquidated damages where the contract contains a stipulation that a specified sum shall be paid in case of its breach, we propose that the rule of law shall have no regard to that distinction, but simply require payment of the specified sum.

"In dealing with the Law of Suretyship, we have not thought it right to recognize a transaction so complicated, and tending so much to the unfair devolution of liability on the surety, as that by which a creditor who makes a composition with or agrees to give time to, or not to sue the principal, may yet reserve his rights and remedies against the surety. By the rule which we propose, an agreement between the creditor and the principal, by which the creditor makes a composition with, or agrees to give time to the principal, or not to sue him, will discharge the surety; no exception being made in favour of the creditor in the case where he has endeavoured to reserve his rights and remedies against the surety. From a wish to avoid subtleties, and the attaching of

unforeseen consequence to men's actions, we have provided that where there are co-sureties, a release of one of them by the creditor shall not discharge the others, nor free that one from responsibility to them.

"Adopting a provision of the French and Italian Codes, we propose that the surety shall be discharged by any act or omission of the creditor, only in case the eventual remedy of the surety against the principal is thereby impaired. We also propose to enact that where upon the face of an agreement two persons are primarily liable to a third person, that liability shall not be effected so far as regards the third person by an arrangement between the two, that one of them shall be liable only upon the default of the other, even although such arrangement may have been known to the third person, unless he was a party to the arrangement. In this we adhere to the old and simple doctrine of the Common Law, rejecting the qualifications introduced by Courts of Equity.

"In our rules on the subject of Bailment we have discarded the complicated system of gradation which the English law applies to the amount of care which a bailee is to be expected to exercise and the responsibility which is to attach to him; and we have framed our proposed law on the principle that in all cases of bailment the bailee is bound to take as much care of the goods bailed to him as a man of ordinary prudence would take of his own goods, and that more should not be required of him in any case.

"We have endeavoured to improve the law applicable to the case where the bailor's goods have, without the consent of the bailor, been mixed up with the goods of the bailee, so that they cannot be separated. The remedy which our rule provides is, that the bailor shall be entitled to receive compensation for the loss of his goods, which seems more expedient than the provision of the English law, that the whole shall go indiscriminately to the person whose goods have been mixed without his consent.

"We have provided that a continuing guarantee given by, to, or for a firm, shall not be rendered invalid by a change in the firm.

"In regulating the devolution of rights and liabilities, we propose, in accordance with the rule of English Courts of Equity and of the Indian Code of Civil Procedure, that joint liabilities and rights shall, after the death of one of the persons liable or entitled go to his representative jointly with the survivor, and after the death of the survivor to the representatives of both jointly.

"We propose to lay it down that a person with whom a contract has been entered into in the character of agent, is not entitled to require the performance of it if he was in reality acting not as agent but on his own account.

"In defining the responsibility of a master for the misconduct of his servant, we have stopped a little short of the limits assigned to it by the English law. We think that the responsibility ought to cease as soon as the misconduct assumes the character of intentional wrongdoing.

"According to the English law, when there is any partnership property, the separate property of any partner must be employed first in the payment of his separate debts; and the surplus, if any, in the payment of the partnership debts; but when there is no partnership property the separate property of any partner must be applied equally to the payment of all the partnership and separate debts for which such partner is liable. It thus depends upon the existence or non-existence of partnership property, no matter how small in amount, which of the two rules is to govern the division of the separate property of the partners. We have thought it right so to frame the law that the rule first stated, which is more equitable, shall prevail whether there is any partnership property or not. The principle on which we proceed is that of having regard to the views of the creditor giving the credit. In contracts with a firm partnership property is primarily looked to; in dealings with a partner with which the firm has nothing to do, all that is looked to is his own sufficiency.

"Adopting a rule which is to be found in the German and the Italian Commercial Codes, we propose that every person introduced as a partner into a pre-existing firm shall be subject to all the obligations incurred by the firm before he was introduced.

"We have adopted, with such verbal alterations as were necessary to bring them into harmony with the language of our rules, the provisions of a law lately passed by the Indian Legislature, Act XV. of 1866, for relieving those who participate in the profits of a partnership without being really partners, from becoming liable for the engagements of the firm."

It may be said of these proposed modifications of English law, that while all, or nearly all of them, have commended themselves to the approval of enlightened lawyers, not a few are being gradually carried out in England without the aid of the legislature, through the direction given of late years to the current of judicial decision.

It has been stated that a certain number sections contained in the Commissioners' dr have been omitted from the present Bill. Th sections, numbered from 51 to 59, will be in the Appendix, together with the paragr the Commissioner's Report which describe character. They relate to the Specific Perform of Contracts and to Injunctions against breac Contract; and they would in effect necessitate repeal of certain portions of the Code of Civil Procedure.

The existing Law of India on the subject of the Specific Performance of Contracts is given by Section 192 of the Code of Civil Procedure. The law on the subject of Injunctions against breach of Contract, which to a very great extent discharge the office of decrees for Specific Performance is contained in Section 93 of the Code. The language of both sections is so wide as to embrace contracts of every description.

It cannot be said that the latitude thus given to Specific Performance and analogus remedies is without precedent. It is not known that in Continental European countries there is any limit to the power of decreeing the Specific Peformance of Contracts, except the discretion of the Court. But the Law of India on the subject is considerably wider than the Scottish Law, which, again, is wider than the Law of England. The Law of Specific Performance in England is, in fact, the narrowest in the world—less probably owing to deliberate intention than to the reluctance of Equity Judges to put freely in motion the once cumbrous and costly machinery of the Court of Chancery.

There is no doubt that, from an English point of view, the Indian Law of Specific Performance is too little restricted. But, on the other hand,

owing to difficulties of procedure, and especially to those arising out of the system of appeal, there are large numbers of contracts to which this class of remedies cannot be effectually applied, and it is believed accordingly that decrees for Specific Performance and Injunctions against breach of Contract are comparatively rare in India.

Under these circumstances, when the time for the first revision of the Code of Civil Procedure approached, a number of sections were prepared, and (with amendments and additions) were inserted in a draft revised Code, having for their object to place the extraordinary civil remedies on what appeared to be a more satisfactory footing. On the one hand, the classes of contracts to which they were applicable were more strictly defined, and various provisions were inserted to prevent the remedies, themselves from operating with undue harshness against defendants. On the other hand, the procedure was so simplified as to make the remedies, thus altered and limited, of considerably easier application.

The sections in question, together with the draft of a revised Code of Procedure, were submitted by the Secretary of State to the Indian Law Commissioners. The Commissioners, in dissenting from them, expressed an opinion that no Law of Specific Performance of the kind proposed, however carefully guarded, would be safe from abuse in India.

The question thus raised by the Law Commissioners is doubtless one of much difficulty as well of great importance It may be argued on the one hand that there is no country in which damages afford practically so imperfect a redress for breach of contract as they do in India, and none in which the prospect of having to pay damages operates so slightly to compel the performance of agreements It may be contended on the other side that, under the circumstances of the country and people, all facilities for applying any unusal compulsion are peculiarly liable to be abused.

The sections omitted from the present Bill were doubtless framed by the Commissioners under the influence of the feeling just indicated. They in effect propose for India a Law of Specific Performance of Contract and of Injunction against meditated breach of contract, which would be narrower than that of England, which again is narrower, as has been stated, than that of any known community.

It is now proposed to omit these sections on two grounds. The first is that, in the opinion of the Member of Council charged with this Bill—an opinion which apparently coincides with that entertained by the framers of the Code of Civil Procedure—the proper place for defining the extraordinary, as well as the ordinary, civil remedies applicable in suits on contract is a Code of Procedure, not a Code of Substantive Law. Owing to the historical connection between law and procedure, there is often a close association in men's minds between the two, and sometimes there is practical difficulty in disentangling them. If, however, we could suppose that a Code of Substantive Civil Law and a Code of Civil Procedure were being framed simultaneously, and that the framer of the Codes had the power of placing the Law of Specific Performance in either Code, there cannot be much doubt that he would consider it as cognate to Procedure rather than to Substantive Law.

The second reason for omission is of a less technical character. It appears very desirable to leave the new Substantive Law of Contract to its operation for some little time, before that question of remedies in cases of breach of contract, which has been so long and so hotly disputed in India, is brought forward anew for discussion. It may be reasonably suspected that much of the disinclination which has been felt to investing the plaintiff in suits on contract with more than a bare claim to pecuniary damages, has arisen from the feeling that the Civil Courts of the Mofussil, in the absence of definite and accessible rules for their guidance, have scarcely been in a position to determine with accuray the proper legal relations of contracting parties, or to apply to contracts the proper tests of validity and invalidity. If, however, the Legislature adopts the present Bill, India will be in possession of a body of Contract-Law which leaves nothing to be desired in point of simplicity and comprehensiveness, in respect of the essential equity of its provisions, and in respect of the perspicuity with which those provisions are set forth. It is probable, and indeed certain, that the effect of the new law will be, after a while, to place all questions of contract, and of procedure in suits on contract, in a far clearer light. A distinct advantage will thus be gained by postponing the subject of Specific Performance and other cognate remedies until the Legislature again addresses itself to the revision of the Code of Civil Procedure—a revision which, after it had been proceeded with some way, has been deferred for the present under the instructions of Her Majesty's Government.

H. S. MAINE.

SIMLA,
The 9th July 1867.

APPENDIX.

"We propose that the extraordinary remedy of an order for Specific Performance should be restricted to the case of engagements for the creation or transfer of any interest in immoveable property or for the delivery of any specific article of moveable property. We have not, however, thought it right to include in the former category agreements to cultivate land in a particular manner or to grow particular crops; and we have provided that Injunctions shall not be granted to restrain the breach of engagements relating to the cultivation of land or the growing of particular crops.

* * * *

"51. Specific Performance of a contract is the doing or the delivery of the thing contracted for, as the case may be, according to the terms of the contract.

"52. Where an engagement by contract has been made between any persons for the creation or transfer of any interest in immoveable property, or for the delivery of any specific article of moveable property, and the party who has entered into such engagement fails to perform it, the Court may at the suit of any other party to the contract, order Specific Performance of the engagement, with or without compensation in respect of loss or damage caused by his default.

"*Explanation.*—An agreement to cultivate land in a particular manner, or to grow particular crops does not create such an interest in immoveable property as is contempleted by this section.

Illustrations.

"(*a.*) A. agrees with B. to sell him a house for 1,000 Rupees. B. is entitled to a decree directing A. to convey the house to him, he paying the purchase money.

"(*b.*) A. agrees with B. to give him a bill of lading of a certain cargo. B. is entitled to have the bill of lading signed by A.

"(*c.*) A. agrees with B. to prepare and sow, and cultivate a field with indigo, and to deliver him the crop; when the crop is cut and ready for delivery B. is entitled to have the crop delivered to him in specie, but he is not entitled to a decree directing A. to prepare, or sow, or cultivate.

"(*d.*) A. agrees with B. that he will paint a picture for him, and the picture is painted. B. is entitled to have it delivered to him, but B. is not entitled to a decree ordering A. to paint or to complete the painting of the picture.

"(*e.*) A. agrees with B. to edit a periodical work for the remuneration of 1,000 Rupees per month. B. cannot enforce against A. the Specific Performance of this contract; and as the rights and obligations are mutual, A. cannot enforce against B. the Specific Performance of this contract.

"[*N. B.*—In this case either party can obtain compensation for the loss sustained by him by the failure of the other to perform his engagement.]

"(*f.*) A. agrees with B. to deliver to him 40 chests of indigo at 1,000 Rupees per chest. A. fails to perform his engagement. B. cannot obtain Specific Performance of the contract, but can obtain compensation for the loss sustained by him by reason of A.'s failure to complete the contract.

"(*g.*) A. agees with B. to sell him a house for 10,000 Rupees, the price to be paid and possession given on the 1st of January 1865. A. fails to perform his engagement. B. brings his suit for Specific Performance, which is decided in his favour on the 1st January 1866. The decree ought, besides ordering Specific Performance, to award to B. compensation for any loss or damage which he has sustained by A.'s refusal.

"53. Where a party to a contract is unable to perform the whole of the engagement which he has entered into with another party, but the part which must be left unperformed bears only a small proportion to the whole in value, and admits of compensation in money, the Court may, at the suit of either party, direct the Specific Performance of so much of the engagement as can be performed, and award compensation in money for the deficiency. In such case neither party shall be entitled to compensation for loss or damage caused by the neglect or default of the other party to perform the engagement.

Illustration.

"A. agrees to sell B. a piece of land consisting of 100 beegahs. It turns out that 98 beegahs of the land belong to A, and the two remaining beegahs to a stranger, who refuses to part with them. A. may be directed at the suit of B. to convey to B. the 98 beegahs and to make compensation to him for not conveying the two remaining beegahs; or B. may be directed, at the suit of A., to pay to A. on receiving the conveyance and possession of the land, the stipulated purchase money, less a sum awarded as compensation for the deficiency.

"54. Where a party to a contract is unable to perform the whole of the engagement which he has entered into with another party, and the part which must be left unperformed forms a considerable portion of the whole, the party in default is not entitled to obtain a decree for Specific Performance, but the Court may, at the suit of the other party, direct the party in default to perform specifically so much of the engagement as he can perform, provided that the party seeking Specific Performance relinquishes all claim to further performance, and all right to compensation either for the deficiency or for the loss or damage sustained by him through the default of the other party.

Illustrations.

"(*a.*) A. agrees to sell to B. a piece of land consisting of 100 beegahs. It turns out that 50 beegahs of the land belong to A., and the other 50 beegahs to a stranger, who refuses to part with them. A. cannot obtain a decree against B. for the Specific Performance of the contract; but if B. is willing to pay the price agreed upon, and to take the 50 beegahs which belong to A., waiving all right to compensation either for the deficiency or for loss sustained by him through A.'s neglect or default, B. is entitled to a decree, directing A. to convey those 50 beegahs to him on payment of the purchase money.

"(*b.*) A. agrees to sell to B. an estate with a house and garden for 1,00,000 Rupees. It turns out that A. is unable to convey the garden. A. cannot obtain a decree against B. for the Specific Performance of the contract; but if B. is willing to pay the price agreed upon, and to take the estate and house without the garden, waiving all right to compensation either for the deficiency or for loss sustained by him through A.'s neglect or default, B. is entitled to a decree, directing A. to convey the house to him on payment of the purchase money.

"55. Except in cases coming under one or other of the two last preceding sections, it is not competent for the Court to direct the Specific Performance of a part of an engagement by contract.

"56. It shall be competent to the Court to award compensation in cases where Specific Performance is used for, and the Court does not think fit to order it.

"57. In every case the Court shall have power to give compensation in money in lieu of the Specific Performance of the contract, where it shall appear to the Court that Specific Performance would inflict damage or injury on one party to the contract without any corresponding benefit to the party seeking Specific Performance.

"58. Where the Specific Performance of an engagement is ordered, and it appears to the Court that such Specific Performance ought to be made by a party by executing a conveyance or by endorsing a negotiable instrument, and the party ordered to execute or endorse such conveyance or negotiable instrument shall neglect or refuse so to do, any party interested in having the same executed or endorsed, may prepare a conveyance or endorsement of the instrument in accordance with the terms of the decree, and tender the same to the Court for execution upon the proper stamp (if any is required by law), and the signature thereof by the judge, shall have the same effect as the execution or endorsement thereof by the party ordered to execute.

"59. Where a contract contains an engagement, express or implied, by one party, that he will abstain from doing any act, the Court may at the suit of another party issue an Injunction to restrain the breach of such engagement, provided such other party has not failed to perform his own engagement.

"*Exception.*—This section shall not apply to engagements relating to the cultivation of land or the growing particular crops.

Illustrations.

"(*a.*) A. agrees with B. that he will sing at B.'s theatre for a twelve month. B. cannot have an order directing A. to sing, but he is entitled to have an order restraining A. from singing at any other place of entertainment.

"(*b.*) B. agrees with A. that he will serve him faithfully for twelve months as a clerk. A. is not entitled to an order directing B. to serve, but he is entitled to an order restraining B. from serving a rival house, or doing any other act to the injury of A. in his business.

"(*c.*) A. agrees with B. that in consideration of a sum of money to be paid to him by B. on a day fixed, he will not set up a certain business within a specified distance. B. makes default in payment of the money. A cannot be restrained from carrying on business within the specified distance."

WHITLEY STOKES,

Asst. Secy. to the Govt. of India,

Home Department (Legislative.)

Simla, the 13th August 1867.

THE following Bill and Statement of Objects and Reasons accompanying it are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the conduct of business at Meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations:—

A Bill for the Suppression of Frauds in the Cotton Trade.

WHEREAS it is expedient to provide for the suppression of fraudulent practices in the Cotton Trade; It is hereby enacted as follows:—

Preamble.

I.—*Preliminary.*

1. This Act may be called "The Cotton Frauds Act, 1867."

Short Title.

2. The Governor General of India in Council may extend this Act to the whole or such part of the Territories under any Local Government as shall be specified in that behalf by notification in the *Gazette of India.*

Power to extend Act.

3. In this Act—unless there be something repugnant in the subject or context,—

Interpretation Clause,

"Bale" means any package of cotton;

"Bale."

"Gin" means any machine used for the purpose of cleaning cotton;

"Gin."

"Press" means any kind of machinery used for the purpose of compressing cotton;

"Press."

"Imprisonment" means imprisonment of either description as defined in the Indian Penal Code;

"Imprisonment."

"Section" means a Section of this Act;

"Section."

"British India" means the Territories which are or shall be vested in Her Majesty by the Statute 21 and 22 Vic. Cap. 106 (*An Act for the better government of India,*) other than the Settlement of Prince of Wales' Island, Singapore, and Malacca;

"British India."

"Foreign export" means export out of British India;

"Foreign export."

Words denoting males include females: words in the singular number include the plural and *vice versâ;*

"Gender."

"Number."

And wherever this Act shall operate, 'Local Government' means the person authorized by law to administer Executive Government therein, and includes a Chief Commissioner.

'Local Government.'

II.—*Licenses for Cotton Presses.*

4. From the day on which this Act shall be declared by notice in the *Gazette of India* to be in operation in any territories or districts, no press shall be used in such territories or districts for the purpose of compressing cotton, without a license obtained in the manner and subject to the conditions hereinafter mentioned.

No cotton-press to be worked without license.

5. Licenses for the working of cotton-presses may be granted by the Collector of the District within which such presses are to be worked, to any persons who the Collector may be satisfied are in possession of the presses for the licenses of which they apply.

Licenses to whom to be granted.

Every such license shall expire and shall be renewable upon the first day of January in the year next ensuing the year in which it was granted or last renewed.

The Collector may, for reasons which he shall state in writing under his signature to the person applying for any such license or renewal, refuse to grant or to renew the license of any press.

6. For all purposes of this Act, a licensee shall be held to be the owner of the press for which he has obtained a license.

Licensees held to be owners.

7. Every license issued under this Act shall specify the number of presses for which the same is granted, the place in which they are situate, and the power employed for working them, according to a written statement which shall accompany the application for such license; and for every press so licensed, or the license of which shall be so renewed, a fee shall be levied at the rates set-forth in the Schedule to this Act annexed.

Contents of license.

License-fee.

Upon the removal to another place of a press comprised in any license, or upon change of the power employed for working such press, it shall be necessary for the licensee to obtain a new license in respect of the press, subject to the conditions aforesaid.

Removal or alteration of press.

8. Every applicant for a license under this Act shall lodge with the Collector, a cloth, parchment, or paper, impressed or marked either with some distinctive mark not less than one foot square, or with his name, or that of his firm or company, in letters not less than one inch and a half long. Such name shall be in the English language, and also in such other vernacular language (if any) as the Local Government shall direct in this behalf, and the name or mark shall be called a press-mark.

Press-mark to be lodged with Collector.

Upon the grant of such license the licensee shall mark with the press-mark every bale compressed by any press in his possession or comprised in the license, and the press-mark shall be affixed to the wrapper or cloth underlying the fastennings or bands of the bale.

Licensee of cotton-press to use press-mark.

III.—*Inspectors of Cotton.*

9. The Local Government may appoint such and so many Officers, to be styled Inspectors of Cotton, as shall appear expedient.

Appointment of Inspectors of Cotton.

It shall be the duty of such Officers to suppress the use of unlicensed presses, and to examine cotton brought for compression or kept or offered for sale. In the execution of this duty the Inspectors shall at all times have access to every building or enclosure within which any cotton is stored, or any gin or press at work, or prepared for work, is situate; and if the licensee of any press or his servant or agent, shall be convicted of having offered any obstruction to

Their duties.

To have access to stores, presses, and gins.

such Inspector in the execution of his duty, his license may be adjudged by a Magistrate to be suspended for such fixed time as the Magistrate shall think fit, or to have become void.

Inspectors may seize adulterated cotton, and give it into custody.

10. The Inspectors may seize and detain all cotton with respect to which any offence under this Act shall appear to have been committed, and may give such cotton into the custody of any Police Officer.

Police to assist Inspectors.

Every Police Officer shall be bound at the request of any Inspector to assist him in seizing and detaining such cotton, and in bringing the offender to justice.

Opening bales.

11. Any Magistrate may grant a warrant authorising an Inspector to open any bale finally pressed for foreign export, and thereupon the Inspector may open the same accordingly; but no Inspector shall, without such warrant, open a bale so pressed as last aforesaid.

Control of Inspectors.

12. The Inspectors shall, in their official capacities, be subject, in any seaport to which this Act may apply, to the orders of the Commissioner of Customs, and in all other places to which this Act shall apply, to the orders of the Collector of the District in which they hold their appointments, or in which they are for the time being employed.

Their suspension and dismissal.

The Local Government may suspend or dismiss any Inspector for neglect or misconduct in the discharge of his duty.

IV.—*Fees.*

Fee leviable per bale.

13. Upon every bale of cotton exported from any territories to which this Act shall have been extended under Section 2, there shall be levied such fee as the Governor General of India in Council shall from time to time notify in the *Gazette of India*.

Such fees may be levied at such place or places within British India (whether or not this Act shall have been expressly extended to the territories in which such place or places is or are situate) as the Governor General of India in Council shall from time to time notify as aforesaid.

Levy of fees at seaports not under Local Government.

14. Whenever any such fee shall be levied at a seaport within the territories of any Local Government other than the Local Government from whose territories the cotton was originally exported, the former shall transmit to the latter Government the whole or such portion of the fee as the Governor General of India in Council shall from time to time notify as aforesaid.

Application of fees.

15. All such fees levied by the Local Government from whose territories the cotton shall have been originally exported, and (in case they are levied by another Local Government under the directions of the Governor General of India in Council as aforesaid) all or such portion of the fees as aforesaid, shall be paid to the credit of a fund to be termed the "Cotton Improvement Fund," which shall be established by each Local Government to whose territories this Act shall have been extended, and shall be devoted solely to carrying out the objects of this Act.

V.—*Penalties.*

For fraudulent adulteration, deterioration or mixture of cotton.

16. Whoever adulterates or deteriorates cotton by mixing therewith any seed, dirt, stones, or other foreign matter, or who fraudulently or dishonestly mixes cleaned and uncleaned cotton, or cotton of different varieties in one bale, or who fraudulently or dishonestly, by exposing cotton to dew or by any other means, deceptively increases or attempts to increase the weight of the same, shall be punished with imprisonment for a term not exceeding twelve months, and shall also be liable to fine.

For fraudulently selling, or keeping or offering for sale, adulterated or deteriorated cotton.

17. Whoever fraudulently or dishonestly sells, or keeps or offers for sale, any cotton adulterated, deteriorated, or deceptively increased in weight, as aforesaid, shall be punished with imprisonment for a term not exceeding twelve months, or with fine, or with both.

Confiscation of cotton.

18. All cotton which shall have formed the subject of a conviction under Section 16 or Section 17 shall be confiscated.

For using Cotton-Press without a license.

19. Whoever without such license as is mentioned in Section 4 works or attempts to work any such press as is referred to in the the same Section shall be liable to a fine not exceeding one thousand Rupees.

For working Cotton-Press after refusal of license.

20. Whoever after such refusal as is mentioned in Section 5 works or attempts to work the press in respect of which the refusal has been made, shall be liable to a fine not exceeding one thousand Rupees.

For neglecting to take out new license.

21. Whoever neglects to obtain a new license under the circumstances mentioned in Section 7, shall be liable to a fine not exceeding one thousand Rupees.

For failure to mark bales.

22. Any licensee failing to mark any such bale compressed as aforesaid, shall be liable to a fine not exceeding one hundred Rupees, and his license, if it be so adjudged by the Magistrate, shall be suspended for such fixed time as the Magistrate shall think fit, or shall become void as to all presses comprised therein.

For counterfeiting press mark, or using it without authority.

23. Whoever counterfeits or imitates any press-mark, for the use of which a license under this Act shall have been granted, or packs any bale in any cloth or wrapper bearing a press-mark which he shall not have been licensed to employ, shall be punished with imprisonment for a term which may extend to two years, or with fine, or with both.

For offering adulterated cotton for compression.

24. Whoever offers for compression cotton adulterated, or deteriorated or mixed as described in Section 16, shall be liable to a fine not exceeding one thousand Rupees, and all such cotton shall be confiscated.

For abetment of offences.

25. Whoever abets, within the meaning of the Indian Penal Code, any offence made punishable by this Act, shall be punished with the punishment herein provided for such offence.

26. No person shall be proceeded against for any offence under this Act except by summons on information laid by an Inspector of Cotton or some other person.

Institution of prosecutions.

27. All offences against this Act may be tried, and all confiscations and fines under its provisions may be adjudicated, by any Magistrate with powers not inferior to those of a Subordinate Magistrate of the First Class.

Adjudication of offences, confiscations and fines.

All such fines may be levied by distraint and sale of the offender's goods by warrant under the hand of the convicting Magistrate, and shall otherwise be subject to the rules in relation to fines, and the commutation and levy thereof prescribed by the Penal Code and the Code of Criminal Procedure:

Levy and disposal of fines, &c.

Provided that, in the infliction of the penalties provided by this Act, no Magistrate shall exceed the limits of his ordinary criminal jurisdiction, and that all fines and fees levied, and the proceeds of all cotton confiscated under this Act shall be carried to the credit of the Cotton Improvement Fund established by the Local Government, within whose Territories such levy or confiscation shall have been made.

VI.—*Miscellaneous.*

28. Nothing herein contained shall effect the right of any person defrauded by an offender against this Act to sue him in the Civil Courts.

Civil remedies not barred.

29. All or any of the powers and duties conferred and imposed by this Act on a Collector may be exercised and performed by such other Officer as the Local Government shall from time to time appoint in this behalf. Every person shall be legally bound to furnish information to any Officer so appointed when required by him to do so.

Powers of Collector exerciseable by any Officer appointed by Local Government.

30. The Local Government may from time to time, with the previous sanction of the Governor General of India in Council, make rules for the guidance of Officers in matters connected with the enforcement of this Act, and alter and add to the rules so made: Provided that such rules, alterations, and additions are not inconsistent with any of the provisions herein contained.

Power to make rules.

SCHEDULE.

	Fees leviable. Rs.
For every press worked by steam or any power other than animal or manual labour ...	5
For every press worked by animal, or animal and manual labour	2
For every press worked by manual labour alone	1

STATEMENT OF OBJECTS AND REASONS.

The object of this Bill is to apply to the whole of British India, other than the Lower Provinces of Bengal, and the Presidencies of Madras and Bombay, provisions similar to those contained in the Bombay Cotton Frauds' Act (No. IX of 1863), an enactment which in the opinion not only of the local authorities, but also of the Liverpool and Manchester Chambers of Commerce, has been decidedly successful.

The Cotton Frauds' Act now extends only to Bombay and Berar; and from these territories the Central Provinces, in which no such Act is in force, are divided only by an imaginary line. Under these circumstances, the non-application of any such law encourages adulteration at the borders, and the same practise, with all its injurious effect on the commerce of the country, is likely, unless checked by some such measure as the proposed Bill, to increase with the extension of the Railway system. As regards the North-Western Provinces, the Calcutta Chamber of Commerce has already pressed the application of the law to those territories; and there can be little doubt that its immediate extension thereto would be desirable, although the urgent need for the law will not arise until the Railway shall have connected the North-West with the great cotton-port of Bombay.

As the proposed measure will directly benefit both the grower and the exporter, it is right that it should pay its own expenses, and these the Bill proposes to raise by an inspection-fee prescribed by the Governor General in Council, which, however, there is no intention of regarding as a source of revenue. The Local Government of any Province having a port of export, will most conveniently levy the fee in the form of an export-duty. In the case of the inland Provinces the fee will also, as a rule, be levied as an export-duty, but by the Local Government of the port (including, for this purpose, Calcutta, Madras, and Bombay) to which the cotton is brought for exportation. In all such cases the latter Government will refund to the Government of the inland Province so much of the export-duty as may represent the fee chargeable by such Government. Provision is, however, made for the inland Government (if this should seem more convenient) itself levying the fee at such place or places within its own territories as may be appointed by the Governor General in Council.

H. S MAINE.

SIMLA,
The 2nd August 1867.

WHITLEY STOKES,

Asst. Secy. to the Govt. of India,
Home Department (Legislative).

Simla, the 22nd August 1867.

THE following Bill and Statement of Objects and Reasons accompanying it are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations :—

A Bill for shortening the language used in Acts of the Governor General of India in Council and for other purposes.

WHEREAS it is expedient to shorten the language used in Acts made by the Governor General of India in Council, and to make certain provisions relating to such Acts; It is hereby enacted as follows :—

Preamble.

1. This Act may be cited as "The General Clauses Act, 1867."

Short title.

2. In this Act and in all Acts made by the Governor General of India in Council after this Act shall have come into operation,—unless there be something repugnant in the subject or context,—

Interpretation clause.

(1.) Words importing the masculine gender, shall be taken to include females;

"Gender."

(2.) Words in the singular shall include the plural, and *vice versâ*;

"Number."

(3.) "Person" shall include any company, or association, or body of individuals whether incorporated or not;

"Person."

(4.) "Year" and "month" shall respectively mean a year and month reckoned according to the British calendar;

"Year" and "month."

(5.) "Immoveable property" shall include land, benefits to arise out of land, and things attached to the earth, or permanently fastened to anything attached to the earth;

"Immoveable property."

(6.) "Moveable property" shall mean property of every description, except immoveable property;

"Moveable property."

(7.) "Her Majesty" shall include her heirs and successors to the Crown;

"Her Majesty."

(8.) "British India" shall mean the territories for the time being vested in Her Majesty by the Statute 21 & 22 Vic., cap. 106 (*An Act for the better government of India*), other than the Settlement of Prince of Wales' Island, Singapore, and Malacca;

"British India."

(9.) "Government of India" shall denote the Governor General of India in Council, or, during the absence of the Governor General of India from his Council, the President in Council, or the Governor General of India alone as regards the powers which may be lawfully exercised by them or him respectively;

"Government of India."

(10.) "Local Government" shall mean the person authorized by law to administer executive Government in the part of British India in which the Act containing such expression shall operate, and shall include a Chief Commissioner;

"Local Government."

(11.) "High Court" shall mean the highest Civil Court of Appeal in such part;

"High Court."

(12.) "District Judge" shall mean the Judge of a principal Civil Court of original jurisdiction; but shall not include a High Court in the exercise of its ordinary original civil jurisdiction;

"District Judge."

(13.) "Magistrate" shall include all persons exercising all or any of the powers of a Magistrate under the Code of Criminal Procedure;

"Magistrate."

(14.) "Section" shall denote a section of the Act in which the word occurs;

"Section."

(15.) "Will" shall include a codicil and every writing making a voluntary posthumous distribution of property;

"Will."

(16.) "Obligation" shall denote any instrument by which one person binds himself absolutely or conditionally to pay money to another person;

"Obligation."

(17.) "Oath" shall include a solemn affirmation substituted by law for an oath;

"Oath."

(18.) "Imprisonment" shall mean imprisonment of either description as defined in the Indian Penal Code.

"Imprisonment."

3. In all Acts made by the Governor General of India in Council after this Act shall have come into operation;—

(1.) For the purpose of reviving, either wholly or partially, a Statute, Act or Regulation repealed, it shall be necessary expressly to state such purpose:

Revival of repealed enactments.

(2.) For the purpose of excluding the first in a series of days or any other period of time, it shall be sufficient to use the word "from:"

Commencement of time.

(3.) For the purpose of including the last in a series of days or any other period of time, it shall be sufficient to use the word "to:"

Termination of time.

(4.) For the purpose of expressing that a law relative to the chief or superior of an office, shall apply to the deputies, or subordinates lawfully executing the duties of such office in the place of their superior, it shall be sufficient to prescribe the duty of the superior:

Official chiefs and subordinates.

(5.) For the purpose of indicating the relation of a law to the successors of any functionaries, or of corporations having perpetual succession, it shall be sufficient to express its relation to the functionaries or corporations: and

Successors.

(6.) For the purpose of indicating the application of a law to every person or number of persons for the time being executing the functions of an office, it shall be sufficient to mention the official title of the officer at present executing such functions, or that of the officer by whom the functions are commonly executed.

Substitution of functionaries.

4. The provisions of Sections 63 to 70, both inclusive, of the Indian Penal Code, and of Section 61 of the Code of Criminal Procedure, shall apply to all fines imposed under the authority of any Act hereafter to be passed, unless such Act shall contain an express provision to the contrary.

Recovery of fines.

5. The repeal of any Statute, Act or Regulation, shall not affect anything done or any offence committed, or any fine or penalty incurred, or any proceedings commenced before the repealing Act shall have come into operation.

Matters done under an enactment before its repeal to be unaffected.

6. All Courts of Justice, whether exercising civil or any other jurisdiction, and all persons having by law or consent of parties authority to receive evidence, shall take judicial notice of all Acts heretofore made, or hereafter to be made, by the Governor General of India in Council, whether the same be of a public or of a private nature.

Judicial notice to be taken of Acts.

7. Any recital contained in any Act of the Governor General of India in Council heretofore made or hereafter to be made, shall be deemed by all such Courts and persons to be *primâ facie* evidence of the truth of the fact recited.

Recital to be *primâ facie* evidence of truth of fact recited.

STATEMENT OF OBJECTS AND REASONS.

A measure resembling the present has long been contemplated in the Legislative Department of the Government of India, but has been delayed from various causes, among which has been the impression that a series of clauses, having the same object as the Bill, might possibly be sent out by the Indian Law Commissioners.

Two Acts of Parliament, the stat. 7 Wm. IV. and 1 Vic., cap. 39 and the stat. 13 and 14 Vic., cap. 21, have been passed to shorten the language of statutory enactments. The latter statute has not perhaps been sufficiently attended to in the drafting of subsequent English Acts, but the former, which relates to Scotland, is understood to have materially contributed to the abridgement of measures affecting that country. Similar enactments have recently been passed by the Councils of the Governor of Madras and of the Lieutenant-Governor of Bengal.

It is hoped that if this Bill become law, it will not only produce greater clearness and intelligibility in the Acts hereafter made by the Governor General of India in Council, but will also contribute to the attainment of uniformity in our laws, and save expense by the exclusion of many provisions now necessarily inserted. It provides, first, for the interpretation of some eighteen words and phrases in common use, and then for the non-revival of repealed enactments. It then contains rules as to commencement and termination of a period of time mentioned in an enactment. It provides for the cases of official chiefs and subordinates, successors of functionaries or corporation, and persons holding acting appointments. It prescribes an uniform mode of recovering fines. And lastly, it directs that judicial notice shall be taken of Acts, and that a legislative recital shall be *primâ facie* evidence of the truth of the fact recited.

H. S. MAINE.

SIMLA,
The 9th August 1867.

WHITLEY STOKES,

Asst. Secy. to the Govt. of India,
Home Dept. (*Legislative.*)

Simla, the 29th August 1867.

THE following Bill and Statement of Objects and Reasons accompanying it are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at Meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations :—

A Bill to correct an error in Act No. XVII of 1862.

WHEREAS Act No. XVII of 1862 (*An Act to repeal certain Regulations and Acts relating to Criminal Law and Procedure*) repeals by its schedule the whole Madras Regulation XI., 1816 (*A Regulation for the establishment of a general system of Police throughout the territories subject to the Government of Fort St. George*), "except Sections VIII, IX, X, XII, XIII, XIV, and XLVII ;" and whereas the said section number "XII" is an error, and it is expedient to correct the same ; It is hereby enacted as follows :—

Preamble.

1. The Schedule to the said Act shall be read as if for the words and figures hereinbefore cited, the following were substituted (that is to say), "except Sections VIII, IX, X, XI, Clause I. XIII, XIV, XLVII."

STATEMENT OF OBJECTS AND REASONS.

This Bill proposes to correct a somewhat important misprint in the schedule to the copy of Act XVII of 1862 signed by the Governor General. The power of search conferred on Heads of Villages by the first clause of Section XI of Madras Regulation XI, 1816, though repealed by an Act of 1859, was expressly revived by Act XVII of 1862 in the body of that Act. Owing, however, to the misprint above referred to, the clause was repealed again by the schedule to the same Act. It is considered highly desirable to restore the power of search thus lost, and with this view the present Bill has been prepared at the instance of the Government of Madras.

H. S. MAINE.

SIMLA,
The 28th August 1867.

WHITLEY STOKES,

Asst. Secy. to the Govt. of India,
Home Department (*Legislative*).

ORDERS by the LIEUTENANT-GOVERNOR of BENGAL.

No. 3499.

APPOINTMENTS.

The 4th September 1867.—Moulvie Itrut Hossein, Principal Sudder Ameen of Gya, is promoted to the First Grade of Principal Sudder Ameens.

Captain George Rowlandson, of the 10th Madras Native Infantry, is vested with powers, under Section 20, Act XXII. of 1864, to try breaches of the rules and regulations made under Section 17 of the said Act, in the Cantonment of Dorundah.

The 5th September 1867.—The following gentlemen to be Municipal Commissioners for the Suburbs of Calcutta, under Section 6, Act III. (B. C.) of 1864, *viz.*:—

Mr. J. Beckwith.
„ W. L. Granville.
„ J. Paterson.
„ A. Shanks.
Captain H. Howe.
Mr. R. Harvey.
„ T. A. Apcar.
Coomar Sutyanund Ghosaul.
Baboo Heeralall Seal.
„ Taruck Nath Mullick.
„ Dwarka Nath Biswas.
Prince Roheemooddeen.
Baboo Bhola Nath Mullick.
„ Debendra Mullick.
„ Unnoda Persad Banerjee.
Manockjee Rustomjee.
Baboo Chunder Madub Ghose.
„ Khalutch Chunder Ghose
„ Mohesh Chunder Chowdry.
„ Sham Churn Mullick.
„ Rajendralall Mitter.

Sub-Assistant Surgeon Mritonjoy Bose, on special duty at Balasore, to have temporary charge of the Civil Medical duties of that Station, in addition to his own duties.

Mr. F. J. G. Campbell, Assistant Magistrate and Deputy Collector of Jamalpore, is vested with the powers of a Magistrate in the District of Mymensing.

The 6th September 1867.—The following gentlemen to be Members of the Local Committee for the management of the Charitable Dispensary at Godda, *viz.*:—

Mr. J. F. Blumhardt.
Baboo Prosonno Coomar Roy.
„ Ramkanye Karforma.
„ Ram Chunder Haldar.

Mr. Blumhardt to be also Secretary to the Committee.

Mr. G. M. Ridsdale to officiate as District Superintendent of Police, Balasore, during the absence, on leave, of Lieutenant W. E. Chambers, or until further orders.

Mr. F. W. R. Cowley to officiate, until further orders, as Joint-Magistrate and Deputy Collector of Tirhoot.

Mr. J. G. Charles, Assistant Magistrate and Deputy Collector of Tirhoot, to have charge of the Sub-Division of Hajeepore, during the absence, on deputation, of Mr. F. W. R. Cowley, or until further orders. In addition to the powers he already exercises in the District of Tirhoot, Mr. Charles is empowered, under Section 38 of the Code of Criminal Procedure, to hold the preliminary enquiry into cases triable by the Court of Sessions or the High Court, to commit or hold to bail persons to take their trial before such Court of Sessions or High Court, and to exercise all the powers necessary for that purpose.

The 7th September 1867.—The following gentlemen to be Members of the Local Committee of Public Instruction at Pooree, *viz.*:—

Baboo Bhagwut Mohanty.
Mohunt Narain Das.

The 9th September 1867.—The following Deputy Magistrates and Deputy Collectors are vested with the powers of a Collector, for the purposes of Act XXI. of 1867, in the District of Nuddea, *viz.*:—

Baboo Dwarka Nath Dey.
„ Brohmonath Sen.
Coomar Brojendro Narain Deb.
Baboo Anund Mohun Mozoomdar.

The following Officers are vested with the powers of a Collector, for the purposes of Act XXI. of 1867, in the Sub-Divisions within the Presidency Division mentioned below, *viz.*:—

Names.	*Sub-Divisions.*
Mr. H. Clark, Assistant Magistrate and Deputy Collector ...	Baraset.
Baboo Kally Churn Ghose, Deputy Magistrate and Deputy Collector ..	Satkherah.
Baboo Shama Churn Chatterjee, Deputy Magistrate and Deputy Collector ...	Busseerhaut.
Baboo Tara Prosad Chatterjee, Deputy Magistrate and Deputy Collector ...	Barripore.
Mr. R. T. Sevestre, Deputy Magistrate and Deputy Collector ...	Diamond Harbour.
Mr. J. Westland, Officiating Joint-Magistrate and Deputy Collector, Nuddea...	Kishnaghur.
Mr. H. S. Beadon, Assistant Magistrate and Deputy Collector ...	Kooshtea.
Mr. T. E. Coxhead, Assistant Magistrate and Deputy Collector ..	Meherpore.
Mr. G. K. Webster, Assistant Magistrate and Deputy Collector ..	Chooadangah.
Baboo Mohima Chunder Paul, Deputy Magistrate and Deputy Collector ...	Ranaghat.
Mr. C. C. Quinn, Assistant Magistrate and Deputy Collector ...	Bongong.
Mr. J. O'Kinealy, Officiating Joint-Magistrate and Deputy Collector, Jessore ...	Jessore.
Mr. W. G. Deare, Deputy Magistrate and Deputy Collector ...	Nurrail.
Baboo Rashbehary Bose, Deputy Magistrate and Deputy Collector ..	Khoolnah.
Baboo Protap Chunder Chatterjee, Deputy Magistrate and Deputy Collector ...	Bagirhaut.

Names.	*Sub-Divisions.*
Mr. A. C. Wright, Deputy Magistrate and Deputy Collector ..	Jenidah.
Mr. W. M. Souttar, Assistant Magistrate and Deputy Collector ...	Magoorah.

The 10th September 1867.—Dr. W. Durrant to be Medical Officer of Noakholly.

Mr. W. O. A. Beckett, Assistant Commissioner, Kamroop, to have charge of the Sub-Division of Burpettah, in that District.

Leave of Absence.

The 28th August 1867.—Mr. H. M. Reily, District Superintendent of Police, Mymensing, is allowed the usual preparatory leave of absence to enable him to appear before the Standing Medical Committee at the Presidency.

The 6th September 1867.—Lieutenant W. E. Chambers, District Superintendent of Police, Balasore, for three months, under Section 6 of the Covenanted Service Absentee Rules, from the date on which he may avail himself of the leave.

Moulvie Abdool Mujeed, Sudder Ameen of Rungpore, for one and a half months, from the 1st October next, under the orders of the Right Hon'ble the Secretary of State for India, dated 8th November 1865.

Mr. A. C. Woodward, Deputy Magistrate and Deputy Collector of Hazareebaugh, is allowed an extension of preparatory leave of absence to the 10th instant, or any other date on which he may be left by the Pilot at Sea.

Mr. E. D. Lockwood, on special duty, for two months, from the 11th instant, under Section 6 of the Covenanted Service Absentee Rules.

Mr. A. C. Mangles, Officiating Joint-Magistrate and Deputy Collector of Tirhoot, for one month, from the 9th instant, under Section 6 of the Covenanted Service Absentee Rules.

The 7th September 1867.—Baboo Gopeekissen Banerjee, Additional Principal Sudder Ameen of Mymensing, for two months, under paragraph 11 of the Uncovenanted Service Absentee Rules, in extension of the leave granted to him under orders of the 14th May last.

Baboo Kalli Persad Sen, Deputy Magistrate and Deputy Collector of Tipperah, for two months, under the orders of the Right Hon'ble the Secretary of State for India, dated 8th November 1865, from the date on which he may avail himself of the leave.

Baboo Brojokant Roy, Deputy Magistrate and Deputy Collector of Backergunge, for two months, under the orders of the Right Hon'ble the Secretary of State for India, dated 8th November 1865, from any date after the 15th instant on which he may avail himself of the leave.

The 9th September 1867.—Mr. W. O'Reilly, Deputy Magistrate and Deputy Collector, Bhuddruck, for one month and seventeen days, from the 15th October next, under the orders of the Right Hon'ble the Secretary of State for India, dated 8th November 1865.

Notifications.

The 6th September 1867.—The services of Mr. A. V. Palmer, late Officiating Collector of Customs, Calcutta, are placed at the disposal of the Public Works Department, Railway Branch, with a view to his being appointed to take up lands for the East India Railway in and near Serampore.

It is hereby notified, for general information, that the Sub-Committee of the Board of Examiners have appointed Monday, the 28th October next, for the commencement of the next half-yearly examination of Assistants and others.

The 7th September 1867.—Moulvie Nazeroodeen Mahomed, Principal Sudder Ameen of Dacca, having resumed charge of his duties on the afternoon of the 26th ultimo, the unexpired portion of the leave granted to him, under orders of the 14th June last, is cancelled.

The 9th September 1867.—Mr. J. A. Hopkins, Assistant Magistrate and Deputy Collector of Raneegunge, having resumed charge of his duties on the 10th ultimo, the unexpired portion of the leave granted to him on the 14th May last, is cancelled.

Notification.

The 31st August 1867.—It is hereby notified that, in conformity with Section 322 of the Code of Criminal Procedure, the Lieutenant-Governor has been pleased to order that in the District of Gowalparah the trial of all offences by the Court of Session shall be by Jury.

Notification.

The 2nd September 1867.—In modification of the Notification published at page 1248 of the *Calcutta Gazette* of 4th July 1866, the Lieutenant-Governor has been pleased to sanction the following revised Scale of pilotage fees for the Port of Chittagong :—

Draught in Feet	10	11	12	13	14	15	16	17	18	19	20	21
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
In ...	10	12	16	20	25	30	35	40	50	80	90	110
Out ...	10	12	20	25	30	35	40	50	65	90	100	120

The following Order issued by the Government of India, in the Military Department, is republished for general information : —

No. 849.—*Simla, the 30th August* 1867.—The following paragraphs of a Military letter from the Right Hon'ble the Secretary of State for India, No. 212, dated 31st July 1867, are published for general information :—

Para. 1. The undermentioned Officers and Warrant Officers have been permitted to return to their duty, *viz.* :—

* * * * *

Assistant Surgeon E. J. Hoskins, per *Clarence*.

* * * * *

NOTIFICATION.

The 4th September 1867.—In continuation of Notification dated the 2nd July last, published in the *Calcutta Gazette* of the 3rd idem, the Lieutenant-Governor is pleased to substitute the following for Rule 8 of the Rules passed under Section 20, Act XXV. of 1867, (an Act to provide, amongst other things, for the preservation of copies of books printed in British India, and for the registration of such books) :—

"All Officers authorized to receive copies of books under these rules shall, at the time of transmitting the same, forward, together with the copies of the book, the certificate required under Rule 3, to the Office of the Secretary to the Government of Bengal."

H. L. DAMPIER,
Offg. Secy. to the Govt. of Bengal.

Public Works Department,—Bengal.

ESTABLISHMENTS.

No. 284.

The 7th September 1867.

THE following Order issued by the Government of India, Military Department, is re-published for information :—

No. 842 of the 27th August 1867.—The undermentioned Officer has reported his return from England :—

	Date of arrival at Fort William.
Lieutenant-Colonel A. Fraser, C. B., of the Royal Engineers, Chief Engineer, Department Public Works ...	10th Aug. 1867

No. 285.

Notification.—Mr. A. J. Hughes, Assistant Engineer, First Grade, attached to Bengal, was declared by a Committee of Examiners to have passed the Second Standard in Hindustanee on the 5th August 1867.

J. DUNDAS, *Lieut., R. E.,*
Asst. Secy. to the Govt. of Bengal,
P. W. D.

No. 286.

The 9th September 1867.

Notification.—Mr. J. Smart, Engineer Apprentice, joined the Mahanuddy Division on the 19th August 1867, before noon.

COMMUNICATIONS.

No. 287.

The 10th September 1867.

Draft Declaration.—Whereas it appears to the Lieutenant-Governor of Bengal that land is required to be taken at the public expense, for a public purpose, *viz.*, for widening the road from Pooree to Cuttack, in the District of Pooree, it is hereby declared that, for the above purpose, the two following strips of land in villages Bhabuneesur, Nursingpore, and Mureealee, Pergunnah Kutrabung, are required.

1. A strip of land bounded on the North by bridge No. 16, on Cuttack and Pooree road; on the South by the Goopeenath Temple; on the West by the Cuttack and Pooree road; and on the East by the great tank at Dandmeekoondpore.

2. A strip of land bounded on the North by the twenty-eighth mile-stone from Cuttack, on Cuttack and Pooree Road; on the South by the Piplee Post Office; on the West by the Pooree and Cuttack Road; and on the East by a line parallel to the road, at a distance of twenty feet from the side of the present road.

3. This Declaration is made, under Sections 2 and 33 of Act VI. of 1857, to all whom it may concern.

F. H. RUNDALL, *Lieut.-Col., R. E.,*
Joint-Secy. to the Govt. of Bengal,
P. W. D., Irrigation Branch.

Pub. Works, (Railway,) Dept.,—Bengal.

Fort William, the 4th September 1867.

Notification.—Captain F. S. Stanton, R. E., is appointed to officiate as Consulting Engineer and Joint-Secretary to the Government of Bengal, in the Railway Department, during the absence of Major F. S. Taylor, R. E., on privilege leave, or until further orders.

Captain F. S. Stanton took over charge from Major Taylor on the 15th August before noon.

Lieutenant W. A. J. Wallace, R. E., Officiating Assistant Consulting Engineer, to officiate as Deputy Consulting Engineer, during the absence of Major Taylor, or until further orders.

By Order of the Lieutenant-Governor of Bengal,

F. S. STANTON, *Capt., R. E.,*
Offg. Joint-Secy. to the Govt. of Bengal,
P. W. D. (Railway Branch.)

No. 2825.

Opium Notification.

NOTICE is hereby given that the Tenth Sale of Opium, the provision of 1865-66, will be held at the Exchange Hall, on Wednesday, the 16th October 1867, and will comprise 4,000 Chests, viz.:—

		Chests.
Behar Opium	...	2,000
Benares ,,	...	2,000
Total Chests	...	4,000

2. The general Conditions of the Sale now advertized, will be the same as usual: they may be ascertained by reference to the Notification issued on the 1st October 1866, and published in the *Government* and *Exchange Gazettes*, or on application at the Office of the Board of Revenue.

3. The latest dates for deposit and clearance will be the 21st and 31st October, respectively; that is to say, no Bank of Bengal Receipts, Government Promissory Notes, or other Public Securities that may be tendered for deposit in redemption of Promissory Notes given by purchasers in the Sale-room, will be received after 4 P. M. of Monday, the 21st October 1867, and no Bank of Bengal Receipts in full payment of lots will be accepted after 4 P. M. of Thursday, the 31st October 1867.

4. In addition to the quantity above advertized for sale, the following quantities, more or less, of Behar and Benares Opium, will be brought to sale in the present year on or about the dates specified below. The Board, however, to reserve themselves the right of altering these dates, should circumstances render it expedient to do so:—

		Behar about Chests.	Benares about Chests.	Total about Chests.
On or about Monday,	11th Nov. 1867.	2,000	2,000	4,000
On or about Friday,	6th Dec. ,,	2,000	2,000	4,000
Total ...		4,000	4,000	8,000

By Order of the Board of Revenue, L. P.,
R. L. MANGLES,
Offg. Junior Secretary.

FORT WILLIAM,
The 10th September 1867.

Notice.

MR. ASSISTANT COLLECTOR J. G. CHARLES has been placed in charge of the Tirhoot Treasury from the 5th instant, and authorized to draw Bills on other Treasuries.

R. P. JENKINS,
Offg. Commissioner.

PATNA COMMR.'S OFFICE,
The 13th August 1867.

Education Department.

NOTIFICATION.

GOVERNMENT JUNIOR SCHOLARSHIPS.

In the elections of January 1870, and subsequent years, the Junior Scholarships of the 1st and 2nd Grades and the first 50 Scholarships of the 3rd Grade will be awarded to those Candidates only who pass the Entrance Examination in one of the classical languages* recognized by the University. The last 50 Scholarships of the 3rd Grade may be awarded to Candidates who have not so passed, at the discretion of the Director of Public Instruction.

* These are—
Greek.
Latin.
Sanskrit.
Hebrew.
Arabic.

W. S. ATKINSON,
Director of Public Instruction.

The 20th August 1867.

No. 1539.

Educational Notice.

AN Examination for the Certificate of reasonable expectation of passing the First Arts Examination will be held at the Office of the Inspector of Schools, Central Division, 7, Writer's Buildings, Dalhousie Square, on the 8th November, at eleven o'clock. Candidates must be *bonâ fide* Teachers of known Schools in the Central Division, and must produce proofs of their length of service as Teachers of Schools, and those who have also studied in College after passing the Entrance Examination, must produce their College Certificates if they have any.

A fee of 4 Rupees will be required.

H. WOODROW, M. A.,
Inspector of Schools, Central Division.

FORT WILLIAM,
The 10th September 1867.

Darjeeling Municipality.

THE following additional Bye-Law, No. 64, having been approved of by the Government of Bengal, is published for general information.

Parties concerned having objections to offer to its introduction should at once make the same known to the undersigned.

W. B. D. MORTON,
Dy. Commr. of Darjeeling,
Ex-officio Municipal Chairman.

BYE-LAW.

64. Any person residing within the Municipal limits of Darjeeling, on receiving fifteen days' notice, shall be bound to erect within the private Estate or Bazar belonging to such person a Latrine or Latrines of such description and construction as the Chairman of the Municipality, for the time being, may determine, and in event of non-compliance with such notice, or repetition of notice, such person shall be liable to fine not exceeding Rupees 5 for every such offence; and in such case it shall further be in the power of the Chairman of the Municipality, for the time being, to direct the construction of any such Latrine or Latrines by Municipal laborers, any cost incurred being realized from such person by attachment and sale of his property, if necessary.

W. B. D. MORTON,
Depy. Commissioner.

RETAIL PRICES OF FOOD AS REPORTED TO THE BOARD OF REVENUE, L. P. DURING THE WEEK ENDING THE 7TH SEPTEMBER 1867.

Number of Seers of 80 Tolahs weight retailed for a Rupee.

AT	Date of Return from each District.	Cleaned Rice in Ordinary use.			Pulses in Ordinary use.			Wheat.		Attah.		Janera, Jowar and such Grains.	
		Dearest sort.	*Cheapest sort.* Ordinary price at this Season.	*Cheapest sort.* Present price.	Dearest sort.	*Cheapest sort.* Ordinary price at this Season.	*Cheapest sort.* Present price.	Ordinary price at this Season.	Present price of cheapest kind.	Ordinary price at this Season.	Present price of cheapest kind.	Ordinary price at this Season.	Present price of cheapest kind.
Districts in which the prices are same or nearly the same.													
Durrung ...	19th Aug. 1867	8	32	11	7	20	11	13	6	8	11	...	...
Luckimpore ...	19th ,,	5	10	9	4	6	6	10	9	4	5	...	...
Seebsaugor ..	19th ,,	8	30	10	5	12	8	20	11	8	4	...	...
Darjeeling ...	2nd Sept. 1867	5	8	11	4	5½	6½	...	...	4	4	16	16
Purneah ...	2nd ,,	23	42	25	16	30	30	30	35	20	18	40	30
Godda ...	31st Aug. 1867	20	29	22½	16	20	30	19	22	16	16	40	35
Howrah ...	2nd Sept. 1867	15	26	19	15	19	19	12	15	12	8	...	...
Bullooah ..	2nd ,,	18	33	24	8	33	15	...	...	5	5	...	...
Singbhoom ...	26th Aug. 1867	12	32	16	8	32	18	24	13	16	8	...	...
Mymensing ...	2nd Sept. 1867	20	25	25	10	20	20	16	15	9	7	...	...
Districts in which all or most articles are dearer.													
Bhaugulpore ...	1st Sept. 1867	20 3/16	30 15/16	21 7/16	17 11/16	22 11/16	20 3/16	37⅞	24	25	17 11/16	50⅜	37⅞
Beerbhoom ...	1st ,,	21	26	24	7	27	16	21	19½	15	12	68	18
Cuttack ...	22nd Aug. 1867	10½	30	11 1/16	10½	23	13⅛	20	7⅞	16	5¼	...	...
Dacca ...	2nd Sept. 1867	23	40	27	17	16¾	22	16	16	8	10	...	...
Furreedpore ...	2nd ,,	16	20	24	23	20	28	22	24	10	11	...	...
24-Pergunnahs ...	2nd ,,	15¼	13	17	6½	20	20	13	19	8	12¼	...	...
Patna ...	2nd ,,	18	17⅜	23¼	18	19 1/8	32	14 13/16	25	12	18½	12 13/16	33
Districts in which all or most articles are cheaper.													
Gowalparah ...	26th Aug. 1867	12	15	16	10	11½	13	20	20	6	5½	...	...
Deoghur ...	2nd ,,	...	30	20	13	20	19	20	16	16	13	...	...
Nya-Doomka ...	2nd Sept.	16	35	22	12	20	16	25	14	16	12	50	24
Pakour ...	1st ,,	16	26	21	18	26	20	26	24	22	18	...	...
Bancoorah ...	2nd ,,	15	40	25	18½	30	16½	15½	15⅓	11⅓	12½	25	5
Midnapore ...	2nd ,,	24	22	27	14	15½	16	12	14⅔	8⅓	9¾	...	...
Chittagong ...	26th Aug. 1867	15	17	20	7	15	14	16	18	10	10	...	...
Maunbhoom ...	2nd Sept. 1867	16	36	28	11	23	24	15	14	10	9	80	64
Balasore ...	2nd ,,	14	30	20½	8	16	10½	16	11	10	8	...	...
Pooree ...	26th Aug. 1867	13⅓	36¾	13¾	10½	23⅝	13⅛	23⅝	10½	18¾	7⅞	...	...
Sylhet ...	23rd ,,	16	50	28	12⅕	60	20	14	13⅓	13	10	...	...
Calcutta ...	9th Sept. 1867	14	24	19¼	15	23	22	16	18	9	11	...	...
Jessore ...	2nd ,,	8	17	24	13	32	26	21	18	10½	10	...	...
Nuddea ...	2nd ,,	15¼	23¾	20⅝	12½	33 1/16	40	...	...	...	...	...	...
Gya ...	2nd ,,	18½	24	20½	18	19	20	26	19	20	14	32	24
Sarun ...	31st Aug. 1867	9	25	22	27	30	28	28	23	24	18½	36	34
Shahabad ...	2nd Sept. 1867	9	24	21	24	24	29	23	24	18	20½	30	31
Bograh ...	2nd ,,	16	24	25¾	10	17 1/16	14	15	17½	8	9	...	...
Maldah ...	2nd ,,	20	19	21½	22	23	37½	17	27½	12	20	...	...
Moorshedabad ...	1st ,,	16 1/16	26⅛	21 3/16	13	28	31	26	20⅝	21⅛	14⅛	23⅛	30
Districts in which some articles are dearer and some cheaper.													
Kamroop ...	24th Aug. 1866	10	15	14	13	20	22	16	16	8	5½	...	...
Monghyr ...	3rd Sept. 1867	13	26	17	11	30	20	35	22	32	..	40	30
Rajmehal ...	2nd ,,	14	30	21	15	26	21	35	28	22	18	55	45
Burdwan ...	1st ,,	21	14¼	22½	9¼	21	21	13½	20	9	13	...	...
Hooghly ...	2nd ,,	10	19	18	10½	22	23	16	18	10	11	20	18
Hazareebaugh ...	2nd ,,	8⅝	25	17½	13¼	33	22	20	14	16	10	36	12½
Lohardugga ...	31st Aug. 1867	10	32	21	8	14	14	16	12	12	9	40	17
Backergunge ...	2nd Sept. 1867	20	20	26	9	30	31	11	11	8	8	...	...
Cachar ...	26th Aug. 1867	20	24	22	12	11	13	8	10	4	6	...	...
Tirhoot ...	2nd Sept. 1867	17	30	19	20	28	28¾	24	22½	20	17	40	30
Dinagepore ...	1st ,,	17	23	26	12	17	17	14	18	10	10	...	...
Pubna ...	1st ,,	22½	24	30	9	32	26½	19⅓	22⅓	9¾	10	...	...
Rajshahye ...	2nd ,,	8¼	28	21⅜	8	26	21	28¾	26¼	20	13	...	...
Rungpore ...	2nd ,,	12 15/16	24	19⅜	14 15/16	25	20¼	25	22⅓	9	9	...	...

PUBLISHED for general information.

By Order of the Board of Revenue, L. P.,
T. BRUCE LANE,
Secretary.

FORT WILLIAM,
The 10th September 1867.

NOTICE.

List of unclaimed Packages lying on the Custom House Wharf.

Date of Landing.	Mark or Address of Packages.	Ships.
1867, July 8th ...	1 Keg, [A N] ...	Rajmehal.
Aug. 21st ...	1 Case, [R. C. D. and Co.,] No. 44 ...	British Prince.
,, 21st ..	1 Case, [T. S. and Co.,] No. 4532 ...	Ditto.
,, 21st ..	1 Cask, S. C. M. and Co., No. 544 ...	Ditto.
July 9th ..	1 Truss, [H P] ...	City of Athens.
,, 9th ...	1 Parcel, [G] ...	Ditto.
,, 9th ...	1 Parcel, [C] C ..	Ditto.
,, 9th ...	1 Parcel, [H] Huber and Co. ...	Ditto.
,, 17th ..	1 Truss, [L] ...	Mahanada.
,, 17th ...	1 Parcel, S. S. Ewing and Co. ..	Ditto.
,, 17th ...	1 Parcel, [M] Pickford, Mathewson and Co. ...	Ditto.
,, 17th ...	1 Parcel, [W] ...	Ditto.
,, 17th ...	1 Parcel, [Y] B [R A U V] ...	Ditto.
,, 18th ...	1 Parcel, [G M] Stevenson, Peel ,.	Lord of the Isles.
,, 18th ...	1 Parcel, [W] ..	Ditto.
,, 18th ..	1 Parcel, L A C [W] ..	Ditto.
Aug. 28th ...	1 Box, J. Maurice Pears, Esq., c. s., Shahjehanpore, care of Grindlay and Co. ...	Str. Mongolia.
,, 28th ...	1 Case, Lieutenant F. V. Corbet, Royal Engineers, Roorkee, care of Grindlay and Co. ..	Ditto.
,, 28th ...	1 Case, Lieutenant W. H. Brind, 104th Regiment, Dugshaie, care of Grindlay and Co. ..	Ditto.
,, 28th ...	1 Case, Lieutenant G. T. Halliday, Station Staff at Umritsur, care of Grindlay and Co.	Ditto.
,, 28th ...	1 Case, Ensign G. H. Dale, 109th Light Infantry, Roorkee, North-Western Provinces, care of S. Smith, Sons and Co., 75, Clive Street .	Ditto.
,, 28th ...	1 Package, A. C. Crookshank, Esq., Bengal Staff Corps, Fort William ...	Ditto.
July 17th ..	1 Box, [K D R] ...	Str. Thunder.
,, 4th ...	1 Parcel, T A, R G, R. G. Ghose and Co. ...	Martaban.
,, 4th ..	1 Parcel, [B] [J S] ...	Ditto.
May 1st ...	1 Parcel, D B ...	Str. Golconda.
,, 1st ..	1 Box, Messrs. Consolato DePrussia, Calcutta ...	Ditto.
Unknown ..	1 Case, [X] J. J. S. and Co., No. 279 ...	Unknown.
July 16th ..	1 Box, J. H. Doyle, care of Stewart, Mackenzie and Co. ...	Edward Hymun.
,, 23rd ...	1 Parcel, [12] G W, G. Wyllie and Co. ...	Jane Porter.
,, 23rd ...	1 Parcel, A. G. and Co. ...	Ditto.
,, 23rd ...	1 Parcel, Stevenson, Peel and Co. ..	Ditto.
June 29th ..	8 Cases, D C C ...	Roslin Castle.
July 17th ...	1 Keg, [S M] S. S. S. and Co. ..	Ditto.
,, 20th ..	1 Case, [A N] ...	Ditto.
,, 6th ...	100 Kegs, [H] ..	City of Glasgow.
,, 11th ...	1 Case, [J S] 5 ...	Ditto.
,, 4th ...	100 Pairs of Railway Wheels, carried forward to the ship attached, no mark ..	Ditto.
Feb. 12th ...	60 Quarter Barrels Gunpowder, Mayapore Magazine, [G. P. and Co., 26] ..	Sir John Lawrence.
April 28th ...	50 Quarter Boxes Gunpowder, Mayapore Magazine, [C] ..	Baroda.
,, 28th ..	12 Packages Gunpowder, Mayapore Magazine, B. L. and Co. ...	Ditto.
,, 28th ...	4 Casks Gunpowder, Mayapore Magazine, B. L. and Co. ...	Ditto.
,, 28th ...	40 Boxes Gunpowder, Mayapore Magazine, [190] J C N ...	Ditto.
May 7th ..	20 Quarter Boxes Gunpowder, Mayapore Magazine, C C M ...	Gainsborough.
,, 7th ...	50 Quarter Barrels Gunpowder, Mayapore Magazine, [C] M ...	Ditto.

Calcutta Customs,
The 10th September 1867.

J. A. Crawford,
Collector of Customs.

NOTICE.

THE undermentioned Packages, if not cleared on or before the dates specified against each item, will be sold for the realization of Duty, Wharfage, &c., under Section LVII. of Act VI. of 1863 :—

Date of Sale.	Mark or Address of Packages.	Ships.
1867, Sept. 14th ...	1 Case, B ..	Northampton.
,, 14th ...	1 Case, J. G. Billairs, Esq., care of Stevenson, Peel and Co. ...	Ditto.
,, 14th ...	2 Cases, K M C] S G ...	Ditto.
,, 14th ...	1 Case, no mark ...	Ditto.
,, 21st ...	1 Package, no mark ...	Arratoon Apcar.
,, 21st ..	1 Case, C. C. and Co. ..	Str. Meinam.
,, 21st ..	1 Case, F H ...	Ditto.
,, 21st ..	1 Box, Revd. Pere Mercier, Missionnaire Apostolique, Dacca ...	Ditto.
,, 21st ...	3 Cases, C U A ...	City of Vienna.
,, 21st ...	1 Parcel, [12] G W ...	Ditto.
,, 21st ...	1 Truss, Argentie Schillizzie ...	Ditto.
,, 21st ...	1 Case, C A W W] ...	Duke of Argyle.
,, 21st ...	1 Case, S. C. D. and Co. ...	Ditto.

CALCUTTA CUSTOMS,
The 10th September 1867.

J. A. CRAWFORD,
Collector of Customs.

NOTICE.

THE undermentioned Package landed under Section LII. of Act VI. of 1863, if not cleared on or before the date specified, will be sold for the realization of Duty, Wharfage, &c., under Section LVI. of Act VI. of 1863 : —

		Silvia.	
1867, Sept. 21st ...	[B] B and S, 1 Case	[R. N. D & Co., 1 Case.	

CALCUTTA CUSTOMS,
The 10th September 1867.

J. A. CRAWFORD,
Collector of Customs.

NOTICE.

THE following Packages have been landed at the Custom House from the undermentioned Sh under the provisions of Section LII. of Act VI. of 1863. If the Goods are not cleared on or be the dates stated against each item, they will be advertized for sale :—

		Northampton.	
1867, Oct. 5th ...	B, 1 Case ...	Major A. Cadell, care of Colvin, Cowie and Co., 6 Cases.	[K M G] S G, 2 Cases
		City of Lahore.	
1867, Oct. 18th ...	[M C Z] 9 Casks ...	[H M H and M S] A. B and Co., 41 Cases.	B. S. and Co., 5 Packages.
,, 18th ...	Captain G. Johnson, 36-1, Park Street, Calcutta, 2 Casks.	A. Hills, Esq., care of Gisborne and Co., Calcutta, 1 Case.	
		Rajmehal.	
1867, Oct. 18th ..	[555] D. & Co., 20 Casks	[C T T M] 5 Cases ...	[R M] 1 Case.
,, 18th ...	P[L] C, 1 Parcel ...	[P] C, 1 Truss.	
		Roman Empire.	
1867, Nov. 2nd ...	Hamilton Brown, Esq., care of Jardine, Skinner and Co.	B. M. and Co., 2 Casks.	
		Arundal Castle.	
1867, Nov. 8th ...	B N I, Calcutta, 1 Case ...	D H R M, 1 Case.	
		Orient.	
1867, Nov. 8th ...	[O G C] C, 1 Case ...	J C D, 2 Cases.	
		City of Venice.	
1867, Nov. 22nd ...	J. H. Inglis, Esq., Serampore, care of Playfair, Duncan and Co., Calcutta, case.		
		Clifford.	
1867, Nov. 26th ...	F C, 3 Packages ...	The Officers' Mess, 36th Regiment, Shahjehanpore, Rohilcund, India, care of Fergusson & Co., Calcutta, 2 Packages.	
		Candahar.	
1867, 30th Nov. ...	L N G, 3 Casks.		

CALCUTTA CUSTOMS,
The 10th September 1867.

J. A. CRAWFORD,
Collector of Customs.

Notification.

It is hereby notified, for the information of the public, that the Government Dâk Boat conveying the Calcutta Mail of the 8th August was upset and lost on the night of the 13th instant on the Brahmapootra River between Gowalparah and Gowhatty. The Mail bag has not been recovered, and the Banghy Parcels named in the subjoined List are supposed to have been lost on this occasion likewise.

J. Sherer,
Depy. Commr. of Kamroop.

Gowhatty, Assam,
The 16th August 1867.

Transit List of Parcels despatched from Rungpore to Gowhatty on the 10th day of August 1867.

Station whence and date on which originally despatched.		Number of Parcels.				Address.	Destination.	Weight at this Office	Weight at Office in arrears.	Remarks.
Station.	Date.	Service.	Stamped.	Paid.	Unpaid.					
Calcutta		...	1	...	...	Pamphlet ...	Sibsagur ...	1	Rate.	
			1	...	...	Ditto ...	Nazeerah ...	1	,,	
					1	A. W. B. Newington	Dibrooghur ...	120		
		1	...	...	...	Judl. Commissioner	Assam ...	20		
					1	Orie Mookleshur Sing	Tezpore ...	23		
					1	Dr. O'Coner ...	Nowgong ...	13	,,	
					1	H. A. Coombs ...	Sibsagur ...	20		
		1	...	...	...	Dy. Commissioner...	Durrung ...	32		
					1	G. V. Gaud ...	Nazeerah ...	210		
					1	J. Henderson ...	Nowgong ...	260		
		2	2	...	6					
Bombay		...	3	...	...	Pamphlets* ...	Gowhatty, Assam ...	...	...	* Europe one is in tin case.
Dinapore		...	...	...	1	Henderson ...	Nowgong ...	460		

J. Sherer,
Dy. Commr. of Kamroop.

Sheriff's Office, the 4th September 1867.

Notice is hereby given that the Eighth Criminal Sessions of the year 1867 of the High Court of Judicature at Fort William in Bengal, for the Town of Calcutta and Factory of Fort William, and the places subordinate thereto, will be holden at the Court House, in the Town Hall of Calcutta, on Monday, the Twenty-third day of September instant, at 11 o'clock in the forenoon, and so on from day to day until the Sessions be over. And it is hereby proclaimed that all persons who will prosecute any prisoner be then and there to prosecute against him.

H. Crooke,
Sheriff.

সরিফ আফিস, ১৮৬৭ সাল ৪ সেপ্টেম্বর।

সমাচার দেওয়া যাইতেছে যে সুবে বাঙ্গালার ফোর্ট উইলিএম দুর্গের অধীন শহর কলিকাতা ও অন্যান্য স্থানের ফৌজদারী বিচার নিষ্পত্ত্য জন্য আগামি ২৩ সেপ্টেম্বর সোমবার বেলা ১১ ঘটিকার সময় এব যে পর্য্যন্ত সেশিয়ানের কার্য্য শেষ না হয় প্রতিদিন উক্ত সময়ে কলিকাতার টৌনহালে হাই কোর্টের আদালত ঘরে সন ১৮৬৭ সালের অষ্টম ক্রিমিনেল সেশিয়ান বসিবেক এবং এতদ্দ্বারা প্রচার করা যাইতেছে যে যে সকল ব্যক্তি কোন কয়েদীর বিরুদ্ধে ফৌজদারী মিছিল করিবেক তাহারা উক্ত স্থানে ঐ সময়ে হাজির থাকিয়া মোকদ্দমা করে ইতি সন ১৮৬৭ সাল তারিখ ২ সেপ্টেম্বর।

H. Crooke,
Sheriff.

Nuddea Rivers.

Report shewing the least depth in the present Navigable Channels from the 22nd to 31st August 1867.

Names of Rivers.	Least Depth of Water.		Remarks.
	Ft.	In.	
Matabangha.			
Above Entrance in Ganges ..	36	8	
On the Entrance Shoal	29	6	
Thence to Hât Bouleah, 44 miles ...	29	0	
Hât Bouleah to Alickdeah ...	23	11	
Alickdeah to Kissengunge, 38 miles ...	24	11	
Kissengunge to Hooghly River, 34 miles ...	25	11	
Bhagiruttee.			
Entrance ...	13	6	
Thence to Jeagunge ...	22	3	
Jeagunge to Cutwa, 60 miles ...	25	3	
Cutwa to Nuddea, 46 miles ...	27	0	
Jellinghee.			
Entrance ...	15	3	
Thence to Kureempore, 19 miles ...	17	9	
Kureempore to Teeakatta, 35 miles	22	3	
Teeakatta to Nuddea, 60 miles ...	23	3	

Height on Guage at Berhampore on the 3rd September 1867, + 27 feet 10 inches above zero.

G. W. Vivian, C. E.,
Offg. Exe. Engr., Berhampore Divn.

Berhampore,
The 3rd September 1867.

Notice.

Certain Effects belonging to the Estate of the late Mr. W. E. Lemondine, Inspector of Police, Furreedpore, who died on the 23rd instant, have been placed in the custody of this Court, and will be delivered to any person who may be legally authorized to receive the same.

A. W. Russell,
Magistrate.

Furreedpore;
Magte.'s Office,
The 29th August 1867.

To be sold by the Registrar of the High Court of Judicature at Fort William in Bengal, in its Ordinary Original Civil Jurisdiction, on Thursday, the 26th September next, at the hour of 12 o'clock in the noon, at the Town Hall, pursuant to a Decretal Order of the said Court made in the suit No. 750 of 1866, wherein James Dalgbish is Plaintiff, and Amatul Arshuth is Defendant, dated the 5th day of February 1867, and also pursuant to an order made in the same suit, dated the 15th day of August 1867, the following property, *viz.*:—

First.—All that upper-roomed brick-built messuage, tenement, or dwelling-house, together with the piece or parcel of land or ground thereunto belonging, and on part whereof the same is erected and built, containing by estimation eight cottahs and twelve chittacks, more or less, situate, lying and being No. 12, Wellesley Street, in the Town of Calcutta, and butted and bounded in manner following, that is to say:—On the N[illegible] by the public drain; on the West by the ho[illegible] Hossain Khan; on the South by the ter[illegible] house, No. 13, belonging to the said A[illegible] Arshuth and Hajee Ajeeb Ahmed; and on East by Wellesley Street.

Second.—All that lower-roomed brick-built messuage, tenement, or dwelling-house, together with the piece or parcel of land or ground on part whereof the same is erected and built, containing by estimation four cottahs ten chittacks and four feet, more or less, situate, lying and being No. 13-1, Wellesley Street, in Calcutta, aforesaid, and butted and bounded in manner following, that is to say:—On the North by the house and premises, No. 13, belonging to the said Amatul Arshuth and Hajee Ajeeb Ahmed; on the West by the house and premises, No. 76-4, also belonging to the said Amatul Arshuth and Hajee Ajeeb Ahmed; on the South by the house and premises, No. 14-15, also belonging to the said Amatul Arshuth and Hajee Ajeeb Ahmed; and on the East by the Wellesley Street.

For further particulars apply at the Office of S. Fenn, No. 3, Old Post Office Street, Plaintiff's Attorney, or J. N. Mackertich, Defendant's Attorney.

R. Belchambers,
Registrar.

High Court, Original Jurisdiction;
Registrar's Office,
Calcutta, the 31st August 1867.

Statement of the Affairs of the Bank of Bengal for the Week ending 3rd September 1867.

LIABILITIES.			Rs. As. P.	ASSETS.			Rs. As. P.
Proprietors' Capital paid-up	...	...	2,20,00,000 0 0	Government Securities	...	...	95,66,312 10 0
Reserve Fund	...	...	18,58,423 4 7	Loans on Government Securities at Head Office and Branches	...	...	57,03,791 0 0
General Treasury Balance at Head Office	Rs.	69,40,467 0 8	1,76,92,342 5 3	Accounts of Credit on ditto	...	...	12,87,997 3 6
Ditto ditto at Branches	,,	1,07,51,875 4 7		Mercantile Bills discounted at ditto	...	...	84,44,451 9 2
Other Deposits at Head Office and Branches	...	...	3,35,53,091 9 1	Dead Stock	...	...	5,87,949 3 9
Bank Post Bills, &c.	...	...	2,78,080 0 5	Stamps	...	...	1,2,398 12 0
Bank Notes Outstanding	...	...	28,750 0 0	Balances with other Banks	...	...	19,64,965 4 9
Sundries	...	...	3,63,391 6 10	Sundries	...	...	3,31,022 9 9
							2,78,98,588 4 11
				Cash and Currency Notes at Head Office	...	... Rs. 2,83,58,820 2 1	
				Ditto ditto at Branches	...	... ,, 1,95,16,370 3 2	4,78,75,190 5 3
Rupees ...		...	7,57,74,078 10 2			Rupees ...	7,57,74,078 10 2

J. HECTOR,
Offg. Chief Accountant and Deputy Secretary.

By Order of the Directors.

GEO. DICKSON,
Secretary and Treasurer.

Notice.

CERTAIN Effects, the property of late MR. MACKAY, a pensioned Sudder Ameen, who died intestate at Barrackpore in November 1866, are under the Seal of this Court, and will be delivered to any party entitled to claim the same.

F. L. BEAUFORT,
Judge.

ZILLAH 24-PERGHS. ;
Judge's Court,
The 29th August 1867.

New Issue of Currency Notes.

IN continuation of Notification dated 1st July 1867, notice is given that Currency Notes of a new pattern, for Rupees 10, 20 and 50, are now issued from the Exchange Department of this Office.

The Notes are, in general character, very similar to those lately issued for Rupees 500 and Rupees 1,000; the chief points of difference being that in the Notes of the lower denominations the value, printed in letters in the Vernacular languages, is placed in the middle of the Note, instead of in the upper part.

The medallions containing in figures Rupees 10, 20 and 50, respectively, are at the lower, instead of the upper corners of each Note.

J. F. SHEKLETON,
Offg. Head Commissioner.

TO BE PEREMPTORILY SOLD, pursuant to a Decree of the High Court of Judicature at Fort William in Bengal, in its Ordinary Original Civil Jurisdiction, made in a certain suit, No. 925 of 1865, wherein Eliza Saunders is Plaintiff, and Shaik Baboo, Shaik Saboo, Shaik Sookoor, Roopun Bibee, Thapa Bibee, Begum Bibee, Mathoo Bibee, Marthoo and Abdool are Defendants, on and bearing date the third day of February one thousand eight hundred and sixty-six, by the Registrar of the said Court, at the Town Hall, on the fourteenth day of September instant, at the hour of twelve o'clock at noon, the undermentioned property, that is to say :—

A lower-roomed brick-built dwelling-house, with the piece of land thereunto belonging, containing by estimation four cottahs, be the same a little more or less, situate, lying, and being 13 and 14, Annis Barber's Lane, in the Town of Calcutta, and butted and bounded on the North by the premises now or lately belonging to Sree Ausheekollah; on the East by the house and premises of Mr. Rowe; on the South by the premises now or lately belonging to Mohomood Hossain and others; and on the West partly by the tenanted land of Moonshee Tabraj, and partly by Annis Barber's Lane.

For further particulars and Conditions of Sale apply at the Office of Baboo Debenderchunder Dutt, Plaintiff's Solicitor, No. 6, Hare Street.

R. BELCHAMBERS,
Registrar.

DEBENDERCHUNDER DUTT,
Plaintiff's Attorney.

HIGH COURT, ORIGINAL JURISDICTION ;
Registrar's Office,
Calcutta, the 4th September 1867.

Court for the Relief of Insolvent Debtors at Calcutta.

In the matter of Doorgachurn Ruckhit, an Insolvent. } On Monday, the 2nd day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Thomas, *Attorney.*

Chief Clerk's Office, the 3rd September 1867.

In the matter of Antony George, an Insolvent. } Notice, that an application for an *ad interim* protection order has been this day made by the said Insolvent, and that such application will be heard and disposed of by the Acting Commissioner of the Insolvent Court on Monday, the 16th day of September instant, at the hour of ten o'clock in the forenoon.

☞ *"Any Creditor of the said Insolvent "desirous of opposing such application must appear "before the said Court at the time and place "aforesaid."*

Carruthers and Co., *Attorneys.*

In the matter of Frederick William Quarry, an Insolvent. } Notice, that an application for an *ad interim* protection order has been this day made by the said Insolvent, and that such application will be heard and disposed of by the Acting Commissioner of the Insolvent Court on Monday, the 16th day of September instant, at the hour of ten o'clock in the forenoon.

☞ *"Any Creditor of the said Insolvent "desirous of opposing such application must appear "before the said Court at the time and place "aforesaid."*

Dodd and Orr, *Attorneys.*

In the matter of Peter DePenning, an Insolvent. } Notice, that an application for an *ad interim* protection order has been this day made by the said Insolvent, and that such application will be heard and disposed of by the Acting Commissioner of the Insolvent Court on Monday, the 16th day of September instant, at the hour of ten o'clock in the forenoon.

☞ *"Any Creditor of the said Insolvent desir- "opposing such application must appear before "Court at the time and place aforesaid."*

ent in person.

In the matter of Alexander Christopher Bastien, of No. 176, Bow Bazar, in the Town of Calcutta, House Builder and General Contractor, an Insolvent. } Notice, that the petition of the said Insolvent seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Tuesday, the 10th day of September instant, and by an order of the same date the estate and effects of the said Insolvent were vested in the Official Assignee.

Carapiet, *Attorney.*

In the matter of Manuel Joseph Rodrigues, and Insolvent. } Notice, that an application for an *ad interim* protection order has been this day made by the said Insolvent, and that such application will be heard and disposed of by the Acting Commissioner of the Insolvent Court on Monday, the 16th day of September instant, at the hour of 10 o'clock in the forenoon.

☞ *"Any Creditor of the said Insolvent desir- "ous of opposing such application must appear before "the said Court at the time and place aforesaid."*

Insolvent in person.

In the matter of Manuel Joseph Rodrigues, of Bow Bazar, in Calcutta, Clerk to the Coroner of Calcutta, an Insolvent. } Notice, that the petition of said Insolvent, seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Friday, the 6th day of September instant, and by an order of the same date the estate and effects of the Insolvent were vested in the *Official Assignee.*

Insolvent, in person.

In the matter of Manuel Joseph Rodrigues, an Insolvent. } On Friday, the 6th day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Insolvent in person.

In the matter of Lazar Simion, of No. 1, Middleton Street, in the Town of Calcutta, Writer, an Insolvent. } Notice, that the petition of the said Insolvent, seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Wednesday, the 4th day of September instant, and by an order of the same date the estate and effects of the said Insolvent were vested in the Official Assignee.

S. Vertannes, *Attorney.*

In the matter of Levenia Ballard, of Coiroo Mehter's Lane, in the Town of Calcutta, widow, Dealer in fancy articles and woollen and silk carpet works, an Insolvent.

Notice, that the petition of the said Insolvent, seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Wednesday, the 4th day of September instant, and by an order of the same date the estate and effects of the said Insolvent were vested in the Official Assignee.

Insolvent in person.

In the matter of Levenia Ballard, and Insolvent.

On Wednesday, the 4th day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Insolvent in person.

In the matter of Jacob Nazareth Joseph, an Insolvent.

Notice, that an application for an *ad interim* protection order has been this day made by the said Insolvent, and that such application will be heard and disposed of by the Acting Commissioner of the Insolvent Court on Monday, the 16th day of September instant, at the hour of 10 o'clock in the forenoon.

☞ "*Any Creditor of the said Insolvent desirous of opposing such application must appear before the said Court at the time and place aforesaid.*"

Insolvent in person.

In the matter of Jacob Nazareth Joseph, an Insolvent.

On Monday, the 9th day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Insolvent in person.

In the matter of Jacob Nazareth Joseph, of No. 19, Canning Street, in the Town of Calcutta, an Assistant in the employ of Messrs. Robert and Charriol, Merchants and Agents, an Insolvent.

Notice, that the petition of the said Insolvent, seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Monday, the 9th day of September instant, and by an order of the same date the estate and effects of the said Insolvent were vested in the Official Assignee.

Insolvent in person.

In the matter of John Webb, general Merchant and Commission Agent, late of Agra, and now residing at No. 5, Dacre's Lane, in Calcutta, an Insolvent.

Notice, that the petition of the said Insolvent, seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Tuesday, the 10th day of September instant, and by an order of the same date the estate and effects of the said Insolvent were vested in the Official Assignee.

Judge and Hechle, *Attorneys*.

In the matter of Ramnarain, an Insolvent.

On Saturday, the 7th day of September instant, it was ordered that the hearing of this matter do stand adjourned until Saturday, the 14th day of September instant, and that the said Insolvent do then attend to be examined before the said Court.

Carruthers and Co., *Attorneys*.

In the matter of Soorjeecoomar Day, an Insolvent.

On Saturday, the 7th day of September instant, it was ordered that the hearing of this matter do stand adjourned until Saturday, the 14th day of September instant, and that the said Insolvent do then attend to be examined before the said Court.

Insolvent in person.

In the matter of Hakeem Fukeerooddeen, an Insolvent.

Notice, that an application for an *ad interim* protection order has been this day made by the said Insolvent, and that such application will be heard and disposed of by the Acting Commissioner of the Insolvent Court on Monday, the 16th day of September instant, at the hour of ten o'clock in the forenoon.

☞ "*Any Creditor of the said Insolvent desirous of opposing such application must appear before the said Court at the time and place aforesaid.*"

Watkins and Stokoe, *Attorneys*.

Chief Clerk's Office, the 10th September 1867.

Notice.

THE Partnership heretofore existing between us, the undersigned, carrying on business at Ramkistopore, under the firm of the Ramkistopore Cotton Screws Company, was dissolved on the 10th day of August instant; all the liabilities will be paid and outstandings received by the undersigned, M. B. Fielman.

(Sd.) M. B. FIELMAN.
" F. BEER.
" H. P. RUSHTON.
" H. RUSHTON.

CALCUTTA,
The 31st August 1867.

Great Eastern Hotel Wine and General Purveying Company, "Limited."

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of this Company, will be held at the registered Office of the Company, Nos. 1, 2, and 3, Old Court House Street, Calcutta, on Wednesday, the 25th September next, at 3 o'clock, for the purpose of determining upon the propriety of closing the Company's Establishment at Allahabad, and of selling or otherwise disposing of the property of the Company there.

Offers will be received for the concern, subject to the determination of the Meeting of the Shareholders.

By Order of the Directors,

C. B. WALLIS,
Secretary.

CALCUTTA,
The 21st August 1867.

Bengal River Steam Company, "Limited."

(*In Liquidation.*)

THE undersigned is now prepared to pay to the old Shareholders of this Company the balance of funds at his disposal, in accordance with the Special Resolution passed in General Meeting held on the 17th August, and confirmed on the 3rd September.

Parties are requested to send in their shares for the preparation of Warrants with the least possible delay.

MONTAGUE MASSEY,
Liquidator.

India General Steam Navigation Company, "Limited."

NOTICE is hereby given that the usual Half-yearly Ordinary General Meeting of Shareholders of the above Company, will be held at the Company's Office, No. 13-2, Strand, at noon, on Friday, the 13th day of September 1867, after which the Meeting will be made Special for the purpose of considering and passing the new Articles of Association.

By Order of the Directors,

G. J. SCOTT,
Secy., I. G. S. N. Co., "Ld."

The 4th September 1867.

Bengal Tea Company, "Limited."

THE Fourteenth Half-yearly Meeting will be held at the registered Office, No. 14, Strand, on Thursday, the 26th September, at noon, to receive the Report and Accounts for the past half-year.

A. H. BLECHYNDEN,
Secretary.

Lost,

HALVES of the Government Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

No. A11—29347, for Rupees 50.
„ A13—13858, „ 100.

Lost,

WHOLE of the Government Currency Notes:—

No. 77998, for Rupees 50
„ 29369, „ 50
„ 52486, „ 20
„ 63244, „ 45903, „ 46201, } for Rs. 10 each.

Stolen,

THE following Government Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

No. 25377, for Rupees 10.
„ 66440, „ 20.
„ 66441, „ 20.
„ 66442, „ 20.

HURRA KISTO BOSE.

SEEBSAUGOR IN ASSAM,
The 27th August 1867.

Lost,

THROUGH the Post Office, the Second-half of a Currency Note, intimation of loss has been given to the Currency Office, Calcutta:—

No. A34—33049, for Rupees 20.

Missing,

THE corresponding Halves of the following Currency Notes, intimation given to the Currency Office, Calcutta:—

No. 83949, for Rupees 10.
„ 46314, „ 10.

Lost,

A GOVERNMENT Promissory Note, worth (1,000) one thousand Rupees of No. 11377 of 8509 of 1835-36, dated the 31st March 1835, belonging to late Baboo Treelochun Mookerjee.

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A19—67809 } One Note, for Rupees 10.
„ A19—79451 }

Lost,

HALF of the following Government Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A34—44687, for Rupees 20.

GUNNES CHUNDER GHOSE.

Lost or Stolen,

HALVES of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

No. A11—94574, for Rupees 50.
„ A19—46144, „ 10.

Lost,

HALF of a Government Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A7—08489 } One Note, for Rupees 10.
„ A7—08486 }

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A7—83496, for Rupees 10.

GORACHAND AUDDY.

Lost,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A35—45566, for Rupees 50.

W. H. ABBOTT.

Lost,

GOVERNMENT Currency Note, No. A35—30392, for Rupees 50, intimation of which has been sent to the Currency Office, Calcutta.

J. WINSTON.

Lost or Stolen,

HALVES of the following Government Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

Nos. A25—76962, for Rupees 20, and A21—43687, for Rupees 10.

LEWIS COSSERAT.

Mislaid,

FIRST-HALF of Government Currency Note, No. A7—05726, and Second-half of Government Currency Note, No. A7—05729, of Rupees 10 only.

DEBINDRO LAL MITRA,
Oriental Bank.

Lost,

THE Right-hand halves of Government Currency Notes :—

Nos. A6—01666, 57049, and 01282, for Rupees 10 each; and the Left-hand half of Note, No. A6—01273, for Rupees 10.

Stolen,

FROM a registered letter in transit by Post from Cherra Poonjee to Dinapore, a full Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A35—50565, dated 16th May 1865, for Rupees 50.

SHIB CHUNDER SINGH.

CALCUTTA,
The 4th September 1867.

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A35—41555, for Rupees 50.

G. M. BOWIE, *Capt.*

SHILLONG,
The 27th August 1867.

Lost,

HALVES of Government Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

Nos. A7—50570 and A7—50571, one Note for Rupees 10.

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A35—22240, for Rupees 50.

Public Auction Sale

On Monday, the 23rd September 1867,
AT 12 O'CLOCK AT NOON,
At the Official Assignee's Office.

THE Right, Title, and Interest of Paterson Saunders, an Insolvent, of, and in the following property :—

No. 1.—A dwelling-house and premises, situate at Luckimpore, in the district of Mohundee, in Oudh, formerly the property of Captain Maurice Tweedie.

No. 2.—An undivided moiety, or half part, or share in a tract or piece of waste land containing about 5,000 acres, situate in Pergunnah Hyderabad, Zillah Mohundee, in Oude.

No. 3.—An undivided moiety, or half part, or share of, and in a tract or piece of waste land, containing about 3,062 acres, situate in Pergunnah Bhoor, Zillah Mohundee.

No. 4.—An undivided moiety, or half part, or share in a tract of waste land containiug by estimation 1,940 acres, situate in Pergunnah Bhoor, Zilliah Mohundee.

No. 5.—The undivided moiety of the said Paterson Saunders in a certain tract or piece of land containing 10,000 British statute acres, or thereabouts, situate in Pergunnah Bhoor, and known by the name of the Kishenpore and Manghie and Kochera Grants.

No. 6.—All the Right, Title, and Interest of the said Paterson Saunders in certain waste land in Assam, in the Zillah of Nowgong, in Mehal Dantipore, Mouzah Khalah, and estimated to contain 1,346 Acres, held under a Government Pottah for 99 years, granted to Paterson Saunders.

No. 7.—All the Right, Title, and Interest of the said Paterson Saunders in certain other waste lands in Assam, in Zillah Nowgong, in Mehal Dantipore, Mouzah Kolah, aforesaid, containing by estimation 633½ acres held under a Government Pottah for 99 years, granted to the said Paterson Saunders, and the said F. Read.

No. 8.—All the Right, Title, and Interest of the said Paterson Saunders in a certain other piece of waste land in Assam, in Zillah Nowgong, in Mehal Dantipore, Mouzah Soharee Monaghur, estimated to contain 705 acres, held under a Government Pottah for 99 years, granted to the said Paterson Saunders, and F. Read.

No. 9.—All the Right, Title, and Interest of the said Paterson Saunders, in a certain other piece or parcel of waste land, in the Zillah Nowgong, in Mehal Datipore, Mouzah Sohoree Balleechoosee, estimated to contain 865 acres held under a Government Pottah for 99 years, granted to the said Paterson Saunders and the said F. Read.

No. 10.—All the Right, Title, and Interest of the said Paterson Saunders, in a certain other land in Zillah Nowgong, estimated to contain 112 acres, which said grant is now known as the title Kholah plantation or grant. The said several grants and estates in Assam being together known as the Kholah tea estate and plantation.

The above ten parcels of properties are mortgaged to Messrs. Jardine, Skinner and Co.

The Right, Title, and Interest of Sreenauth Bose, an Insolvent.

In nine several pieces of lands and houses the Insolvent's share being described in the Schedule, situate at Bagram, Pergunnah Chaunuah, Thannah Dhonakally.

For further particulars enquire at the Official Assignee's Office.

Notice.

WHEREAS Maharajah Rajender Keshwar Sing, Saheb Bahadoor, under an Ekrarnamah, dated the 28th July 1867, *A. D.*, attested by the Commissioner and the Registrar of the Patna District, has in consequeuce of ill-health and an intention to make a pilgrimage to and stay at Casheejee, declared his minor son Maharaj Coomar, Hardeudur Keshwur Sing Bahadoor, to be owner of his reasut; and having withdrawn himself from the administration of his estate has, for the conduct of such administration, appointed a Committee of Guardianship, so that according to the third condition of the said Ekrarnamah the Maharajah Saheb Bahadoor has no longer any power to contract new debts. It has, therefore, become necessary, in the terms of the same condition of the Ekrarnamah, to notify to all Mahajuns that from the date of the execution of the said Ekrarnamah, no Mahajun should lend money to the Maharajah Saheb Bahadoor, otherwise the transaction will be considered altogether null and void.

(Sd.) J. M. GIBBON,
Manager,
Bettiah Estates.

The 27th August 1867.

ازانجا که مہاراجه راجندر کشور سنگهه صاحب بہادر از روے اقرار نامه مرقومه ۲۸—ماه جولائي سنه ۱۸۶۷ عیسوي مصدقه صاحب کمشنر بہادر و رجسٹر از ضلع ٹینه بوجهه نامعتدل طعبت و تیرتهه جاترہ و ارادہ استقامت کاشي جي مہاراج کمار هریدر کشور سنگهه بہادر پسر نابالغ کو مالک ریاست قرار دیکر خود مطلقا دست بردار هوے اور واسطے انتظام ریاست کمیٹي ولایت مقرر کیا که بموجب شرط سیوم مندرجه اقرار نامه مذکور اختیار قرض جدید لینے مہاراجه صاحب بہادر کا مسدود هوگیا بدین وجهه ضرور هوا که جمله مہاجنان کو بمنشاے شرط سیوم مندرجه اقرار نامه مذکور سے مطلع و اگاه کردیا جاے که از تاریخ تحریر اقرارنامه کوي مہاجن بحضور مہاراجه صاحب بہادر قرض ندیویں ورنه مطلقا ناجایز تصور هوگا *

J. M. GIBBON,
Manager,
Bettiah Estates.

The 27th August 1867.

Lost or Stolen,

CURRENCY Note, No. A38—08127, for Rupees 100.

HERALOLL NUNDY.

Lost,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A21—94959, for Rupees 10.

SYUD MOHAMED HOSSEN.

Lost,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A7—56043, for Rupees 10.

Lost,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A27—75275, for Rupees 20.

LUKHUN CHUNDER HALDER.

Lost,

HALVES of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

Nos. A46—49974 and 49431, for Rupees 500 each.

Nos. A38—47279, 37382, 47662, and 47663, for Rupees 100 each.

Lost,

HALVES of Currency Notes:—

No. A27—78869, for Rupees 20.
„ A21—16913, „ 10.

Lost,

HALVES of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

First-half No. A19—94481, for Rupees 10.
Second do. „ A19—94480, „ „ 10.

Lost,

LEFT-HALF of Calcutta Currency Note:—
No. A20—97127, dated 10th May 1862, for Rupees 10.

GOBURDHUN DEY,
Clerk Director's Office, Edl. Dept.

LAHORE,
The 28th August 1867.

Lost,

THE Right-half of Government Currency Note No. A38—45552, for Rupees 100, intimation of loss given to the Currency Office, Calcutta.

GOPAUL CHUNDER ROY.

Lost,

HALF of Government Currency Note, No. A6—10526, for Rupees 10.

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(Sd.) J. FAWCUS, M. D.,
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PRINTER & PUBLISHER, CITY PRESS,
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A LEFT half of a Government Currency Note, No. A7—11405, for Rupees 10.

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Lost or Stolen,

HALVES of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

No. $\frac{3\,0}{8}$28566
„ $\frac{3\,0}{7}$93218
„ $\frac{3\,0}{8}$43031 } For Rupees 100 each.
„ $\frac{3\,0}{8}$33825
„ $\frac{3\,0}{8}$39974

Lost or Stolen,

THE Left-hand half of a Government Currency Note, No. A31—42739, for Rupees 10. Payment of which has been stopped at the Currency Office Calcutta.

NOTICE issued by the POST-MASTER GENERAL of BENGAL.

No. 176.

GOODS can be conveyed between Calcutta and Punkabarree daily (and also passengers when there is room or if a full cart is engaged) by Government Bullock Train. Packages for Darjeeling can only be prepaid as far as Punkabarree.

R. W. H. FANSHAWE, *Major*,
Post-Master Genl. of Bengal.

CALCUTTA,
The 17th December 1866.

NOTICES issued by the POST-MASTER of CALCUTTA.

No. 138.

The 6th September 1867.—Mails for Singapore and Hong-Kong, for transmission per Steamer *Gunga*, will be closed at this Office on Saturday, the 7th instant, at 6 P. M.

No. 139.

The 6th September 1867.—Mails for Akyab, Rangoon, and Moulmein, for transmission per Steamer *Madras*, will be closed at this Office on Sunday, the 15th instant, at 6 P. M.

Letters, &c., for Port Blair can be sent *viâ* Rangoon by this opportunity.

No. 142.

The 10th September 1867.—Mails for Singapore and Hong-Kong, for transmission per Steamer *T. A. Gibb*, will be closed at this Office on Friday, the 13th instant, at 6 P. M.

Printed and Published for the Government by F. J. BARLOW, *at the Office of the Bengal Secretariat, Calcutta.*

APPENDIX TO

The Calcutta Gazette.

WEDNESDAY, SEPTEMBER 11, 1867.

NOTICE

Is hereby given that the sale of the Proprietary right of Government to the Estates enumerated in the following Advertisements of Sale will be made subject to these

CONDITIONS OF SALE:

1*st.*—The Estates to be sold, subject to the Government Revenue against each, to the highest bidder above the upset price.

2*nd.*—The sale to be subject to existing leases and to the rights conferred by the settlement proceedings and laws in force, and Purchasers to be bound to respect the rights of resident cultivators who have signed the Schedule of Assessment made by the Revenue Authorities.

3*rd.*—If the amount of purchase-money do not exceed Rupees 100, the whole amount to be paid down at once.

4*th.*—If the amount of purchase-money exceed Rupees 100, one-fourth of the amount bid to be immediately deposited. If the balance be not paid by noon of the fifteenth day after the sale, reckoning the day of sale as one, or if that day be a close holiday, then by noon of the first succeeding Office day, the sale to be cancelled, the sum deposited being forfeited to Government, and the Estate to be again put up for sale at the risk of the defaulting Purchaser after issue of advertisement as in the case of original sale.

5*th.*—In addition to the ordinary Government Revenue fixed on the Estates, the Purchasers shall be bound to pay for the construction of roads and improvement of communications one per cent. on the Government Revenue assessed from the date of entry upon the purchase. This sum will be leviable in the same manner as other arrears of Revenue.

By Order of the Board of Revenue, L. P.,

R. B. CHAPMAN,

Secretary.

ADVERTISEMENTS OF SALE.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Estates, situate in the District of Shahabad, will be put up to sale, in the Shahabad Collectorate, on Monday, the 16th September 1867, corresponding with 3rd Assin 1275 *F. S.*

The Purchasers of these Estates will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix:—

Number in Statement of Government Estates.	Number on the District Roll.	Names of Estates and Pergunnahs.	Area in Acres.	Government Revenue.			Upset Price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
147	3535	Mujhoulee Bhânpore, Pergunnah Dunwar.	386 1 13¾	1,207 0 0	12 1 0	1,219 1 0	2,414 0 0	
144	4530	Khurwoth, Pergunnah Dunwar ..	822 3 30¼	1,647 0 0	16 8 0	1,663 8 0	3,294 0 0	
137	4531	Bensâgur Khyrâdeeh, Pergunnah Dunwar	1,408 1 29½	2,031 4 0	20 5 0	2,051 9 0	4,062 8 0	

SHAHABAD COLLECTORATE,
The 7th August 1867.

H. ALEXANDER,
Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Estate, situate in the District of Mymensingh, will be put up to sale, at the Mymensingh Collectorate, on Wednesday, the 25th September 1867, corresponding with the 10th Assin 1274 *B. S.*

The Purchasers of this Estate will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix:—

Number in Statement of Government Estate.	Number on the District Roll.	Name of Estate and Pergunnah.	Area in Acres.	Government Revenue.			Upset Price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P. Y.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
75	5356	Kismut Ramdebpore, Talook Sheeb Shunker Surma, Pergunnah Burbazoo.	373 1 19 26½	111 0 0	1 2 0	112 2 0	224 4 0	

COLLECTOR'S OFFICE;
District Mymensingh,
The 7th August 1867.

H. J. REYNOLDS,
Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Estate, situate in the District of Hooghly, will be put up to sale, at the Hooghly Collectorate, on Thursday, the 19th September 1867, corresponding with 4th Assin 1274 *B. S.*

The Purchaser of this Estate will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix :—

Number in Statement of Government Estate.	Number in the District Roll.	Name of Estate and Pergunnah.	Area in Acres.	Government Revenue.			Upset price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
103	2601	Gholedigrooe, Pergunnah Boorsit ...	0 3 19	3 15 4	0 0 8	4 0 0	7 14 8	The right of the purchaser will be established from the 1st Bysack 1274 *B. S.*, on payment of Rs. 4 being the Government Revenue.

HOOGHLY COLLECTORATE,
The 20th August 1867.

E. H. WHINFIELD,
Offg. Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Estate, situate in the District of Bograh, will be put up to sale, at the Bograh Collectorate, on Wednesday, the 25th September 1867, corresponding with the 10th Assin 1274 *B. S.*

The Purchasers of this Estate will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix :—

Number of Statement of Government Estate.	Number on the District Roll.	Name of Estate and Pergunnah.	Area in Acres.	Government Revenue.			Upset price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
14	833	Talook Ramkanto, Pergunnah Borobajoo ...	0 2 14	.....	.....	.....	9 6 0	To be sold Revenue free.

BOGRAH COLLECTOR'S OFFICE,
The 21st August 1867.

W. WAVELL,
Offg. Collector.

NOTICE is hereby given that the undermentioned plots of Class C. land no longer required by the East Indian Railway Company, situated in the District of Beerbhoom, will be put up to sale, in the Beerbhoom Collectorate, on Tuesday, the 19th November 1867, corresponding with 4th Augran 1274 *B. S.*

2. The Purchasers of these plots will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix, with the exception of 1, 2, and 5, and with the addition of the following Condition :—

The plots to be sold revenue-free to the highest bidders above the upset price.

Number in Statement of Government Estates.	Number on the District Roll.	Names of Estates and Pergunnahs.	Area in Acres.	Revenue assessed.	Road Cess.	Total.	Upset Price.	Remarks.
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
152	26	Soorool, Pergunnah Barbuck Sing .	23 0 32	.....	.....	.. ...	1,000 0 0	The house standing on the land will not be sold.
61	449	Doomrah, Pergunnah Duree Mouressur...	3 0 39	....	....	.....	80 0 0	
197	450	Futtepoor, Pergunnah Mallarpoor ...	5 3 14	.....	.....	.....	80 0 0	Twelve Mangoe trees standing on the land will not be sold.
197	450	Gowlah, Pergunnah Mullarpoor ...	3 1 16	....	.....	.....	40 0 0	
211	92	Kalooroyepoor, Pergunnah Alleenugore ...	0 3 9	.....	.. ...	.. ...	10 0 0	

ZILLAH BEERBHOOM ;
Collector's Office,
The 5th August 1867.

J. M. LOWIS,
Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Estate, situated in the District of Purneah, and mentioned in the Statement hereto annexed, will be put up to sale, in the Purneah Collectorate, on Monday, the 18th November 1867, corresponding with the 3rd Aughun 1274 *B. S.*, or 7th Aughun 1275 *F. S.*

The Purchasers of this Estate will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix :—

Number	Towjee Number.	Name of Mehal and Pergunnah.	Approximate Area in Acres.	Government Revenue.			Upset price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
118	498	Mouzah Bhandessar, Zillah Bhowaneepore, Pergunnah Dhurumpore.	72 1 7	48 0 0	0 8 0	48 8 0	96 0 0	

PURNEAH COLLECTORATE,
The 5th August 1867.

J. B. WORGAN,
Officiating Collector.

PRINTED BY F. J. BARLOW, AT THE BENGAL SECRETARIAT OFFICE.

No. 37.] [405]

SUPPLEMENT TO
The Calcutta Gazette.

WEDNESDAY, SEPTEMBER 11, 1867.

OFFICIAL PAPERS.

Non-Subscribers to the GAZETTE *may receive the* SUPPLEMENT *separately on a payment of six Rupees per annum if delivered in Calcutta, or twelve Rupees if sent by Post.*

Prospects of the Crops in the Cuttack Division.

From T. E. RAVENSHAW, ESQ., Officiating Commissioner of the Cuttack Division, to the Secretary to the Board of Revenue, Lower Provinces,—(No. 1350, dated the 22nd August 1867.)

IN continuation of my No. 1311, dated 15th August, I have the honor to report that Mr. Geddes on further enquiry is disposed to doubt the correctness of the rates of local grain; rice and paddy quoted at 16 and 32 Cuttack seers per rupee, and he attributes the decrease in sales at Machgaon to the relief sales at low rates now going at Bachalow and other neighbouring depôts. He thinks the local rice does not sell cheaper than about 16 Calcutta seers per rupee, and that the price is being purposely kept up too near the Government and relief rates, which appear to rule the market.

2. At Juggutsingpore Golah the Superintendent, a native, appears to be very inefficient, and his arrangements for transport to the Golah from the nearest port to which rice comes by boat were bad, and even these very indifferently carried out; rice had been despatched improperly protected from wet, and a good deal had been damaged; one batch of 200 bags had been injured by being despatched from Machgoan Golah in a boat with no proper protection. I have addressed the Collector on this subject, and directed proper enquiry to be made, and an alteration in the river route to be made by which boats can get close to Juggutsingpore, *vid* the Olanka River, which is now open, and unnecessary land carriage expense and delay avoided.

3. The rice crops are reported as everywhere in a most satisfactory and promising condition, better in quality and appearance towards the coast than higher up the Delta. Some lands on the south of the Davy in Deogoan and Sylow are reported as fallow and uncultivated. This part of the country is not so well embanked as that to the north of the Davy River. In all other parts visited by Mr. Geddes the area under crop appeared very extensive, indeed so much land has been sown that it is difficult to understand how the reduced number of the population can have cultivated it. The crops about Bachalow wanted rain, and in the neighbourhood of Juggutsingpore, and between it and Cuttack, a similar deficiency of water was felt. Since the date of Mr. Geddes's visit, however, daily and abundant showers have fallen, and I hear generally most favorable accounts from all parts of the country.

4. The rivers which rose considerably for some days are again subsiding, and, so far as I hear, no complaints of loss by inundation. Indeed, so long as floods do not lay too long in the country, the crops are rather improved than injured by flood water, which brings with it a fertilized silt highly beneficial. Rise in the rivers has caused considerable activity in the grain trade. Numerous boats are daily arriving at Cuttack, and prices have considerably fallen, and will probably continue to fall, as the Bealee rice comes into consumption; the general condition of the people has materially improved; they are actively engaged in cultivation, and are hopeful for the future heavy rice crop.

State of the Famine Districts.

Narrative for the week ending 26th August 1867.

THE weather continues most favorable. We have had heavy rain followed by sunshine, and up to date no flood. The Bealee crop is being cut in places, and is a very good one. The supply of salt is sufficient, and prices have a tendency to fall.

The price of rice is falling. Indeed in Baleshwar somewhat dirty rice is obtainable for a day or two at two pice per seer, and it is reported that in West Bhudruck fair rice may be had at that rate; but that owing to the difficulty of transport during the rains, but little of this finds its way to the east of the district. The supply, however, is ample, and the prospects of the district generally excellent.

(Sd.) T. F. BIGNOLD,
Offg. Collector.

BALESHWAR COLLECTORATE,
The 27th August 1867.

General Narrative of the week ending Monday, August 26th, 1867.

PRICES have fallen slightly at Pooree owing to receipts from Ganjam. Rice is much cheaper at Damoodurpore, on the river, partly from that cause and partly from sales by ryots of stocks hitherto hoarded. The general price over the district would seem to be about 12 Cuttack seers for the rupee. About Banpore it is much cheaper. The crops continue to thrive, and the rain of Saturday last has done much good. The cutting of the *Bealee* rice continues, though it has not yet found its way into the market.

(Sd.) H. C. B. C. RABAN,
Offg. Collector.

POOREE COLLECTORATE,
The 30th August 1867.

Narrative for the week ending, 2nd September 1867.

THE weather continues favorable. Sunshine, alternating with heavy rain. Prices have been during the week as favorable as those last reported.

Salt ranges from 2as. to 2as. 6p., and in one case 4 annas per seer, according to the accessibility of the various markets.

(Sd.) T. F. BIGNOLD,
Officiating Collector.

BALASORE COLLECTORATE,
The 2nd September 1867.

Importation of Rice into Orissa for the month of July.

From T. B. LANE, ESQ., Secretary to the Board of Revenue, Lower Provinces, to the Secretary to the Government of Bengal,—(No. 1568I., dated the 27th August 1867.)

IN forwarding, for submission to His Honor the Lieutenant-Governor, the annexed Statement shewing the receipts, expenditure, and balance of Government rice in the districts of Orissa and in the Province for the month of July, I am directed to observe as follows :—

Importations.—The *India* Steamer was laid up during this month under repair, but the Pilot Steam Tug was engaged to take her place. Maunds 1,14,818 were landed at the Bakood Golah at False Point, and 16,477 at the Balasore Golahs *viâ* the Dhamrah.

Transport.—The *Teesta* Government Steamer has been doing good work between Bakood Depôt and the inland golahs of Kendrapara and Taldundah. Throughout the entire Province maunds 1,33,985 have been despatched to the inland sale depôts, which are now all thoroughly stocked to meet the demands on them.

Expenditure of Grain.—Notwithstanding the reduction of price of Government rice from Rupees 3-4 to Rupees 2-8 per maund in nine of the Cuttack sale golahs, and in one of the Balasore sale golahs, and from Rupees 3-4 to Rupees 3 in two of the former and one of the latter, a measure which took effect from the 20th July, and notwithstanding the anticipation of the local officers of increased distress during the month, the total sale of Government rice throughout the Province amounted to only 85,990 maunds, or only 5,930 maunds in excess of the sales of June, against an estimated sale of 1,50,000 maunds. In Cuttack 46,667 maunds were sold against 35,209 maunds in June, but the increase of 11,458 maunds was partly met by a decrease of 4,944 maunds in Pooree and 1,215 maunds in Balasore, the sales in these districts having been respectively 9,003 maunds and 4,933 maunds in July, against 13,947 and 6,148 in June.

This most satisfactory and unexpected result is due partly to the private stock of rice having been, owing to the good yield of the summer crop, larger than was expected, and partly to its having been more freely brought into consumption, owing to the excellent prospects of the Bealee crops. During the current month that crop has been successfully harvested, the anticipated inundation of the rivers having kept off, and has afforded great relief even in the Coast line, where supplies of the Bealee rice have been underselling the Government rice even at the reduced rates of the latter.

The total stock in hand at the close of July was 5,18,821 maunds, of which 1,31,730 maunds were stored in the Pooree, and 78,391 in the Balasore, District.

The stock of 3,08,899 maunds in the Cuttack District has still to be supplemented by further importations to the amount of 1,28,000 maunds, which eitner have been or will be landed subsequent to July.

The stocks will more than meet all probable demands, and should the call on them exceed present calculations, owing to the occurrence of a destructive and general flood, a possible contingency even at this advanced period of the rains, they will still be amply sufficient to enable us to satisfy all demands until further supplies, should such a measure be necessary, can be thrown into the utmost extent required.

APPENDIX A.

STATEMENT of Receipts, Disbursements, and Balances of Stock of Rice imported into the District of Pooree in 1867.

Months.	Receipts.	Expenditure.			Total.	Transferred to Sale Golahs.	Received by transfer.	In transit.	Stock at Golahs at the end of month.	Remarks.
		Sales to Public.	Sale to D. P. W.	Sales to F. R. C.						
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.
January ...	63,488	300	.....	4,618	4,918	2,000	2,000	.....	58,574	Balance on 1st of January 1867, 26,462 maunds, in reference to column 2.
February ...	63,270	2	.....	11,052	11,054	7,360	6,264	1,096	1,09,694	
March ...	58,754	.....	.....	27,392	27,392	5,843	10,359	.....	1,43,638	
April ...	16,980	85	.....	4,205	4,290	8,259	14,685	.....	1,61,679	
May ...	.....	605	100	6,148	6,853	12,447	16,332	.....	1,57,231	
Grand Total	2,02,492	992	100	53,415	54,507	35,909	49,640	.....	.....	
June ...	.....	718	.....	13,229	13,947	4,061	9,274	.....	1,48,112	
Total ...	2,02,492	1,710	100	66,644	68,454	39,970	58,914	.....	.....	
July ...	347	339	.....	8,664	9,003	13,329	7,586	5,743	1,31,730	
Total ...	2,02,839	2,049	100	75,308	77,457	53,299	66,500	.....	.....	
August ...										
Total ...										
September ...										
Total ...										
October ...										
Total ...										

APPENDIX B.

STATEMENT of Receipts, Disbursements, and Balances of Stock of Rice imported into the Cuttack District in 1867.

Months.	Receipts.	Sales to Public.	Sales to D. P. W.	Sales to F. R. C.	Total.	Transferred to Sale Golahs.	Received by transfer.	In transit.	Stock at Golahs at end of month.	Remarks.
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.
January ...	82,766	3,981	.....	17,710	21,691	16,092	18,591	.....	66,652	Balance on 1st January, 24,470 maunds, with reference to column 2.
February ...	88,040	3,122	.....	36,163	39,285	50,790	46,517	4,273	1,11,133	
March ...	1,01,728	5,497	.....	30,337	35,834	83,769	64,239	20,530	1,57,314	
April ...	1,20,831	5,393	.....	30,761	36,154	74,748	66,128	8,620	2,32,338	
May ...	1,00,341	14,344	198	26,689	41,231	90,829	1,04,735	.....	3,05,141	
Grand Total.	4,93,706	32,337	198	1,41,660	1,74,195	3,16,228	3,00,210	16,018	.....	
June ...	70,078	23,709	1,047	35,209	59,965	90,885	74,476	16,409	2,98,653	
Total ...	5,63,784	56,046	1,245	1,76,869	2,34,160	4,07,113	3,74,686	32,427	.....	
July ...	1,14,818	24,929	458	46,667	72,054	1,15,346	83,436	31,910	3,08,699	
Total ...	6,78,602	80,975	1,703	2,23,536	3,06,214	5,22,459	4,58,122	64,337	.....	
August ...										
Total ...										
September ...										
Total ...										
October ...										
Total ...										

APPENDIX C.

STATEMENT of Receipts, Disbursements, and Balances of Stock of Rice imported into the District of Balasore in 1867.

Months.	Receipts.	Sales to Public.	Sales to D. P. W.	Sales to F. R. C.	Total.	Transferred to Sale Golahs.	Received by transfer.	In transit.	Stock at Golahs at the end of month.	Remarks.
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.
January ...	14,390	.....	.....	10,053	10,053	.....	.....	.....	4,337	Balance on 1st January, 10,053 maunds, with reference to column 2.
February ...	13,845	.....	.....	1,221	1,221	.....	.....	.....	16,960	
March ...	26,127	34	.....	2,332	2,366	.....	.....	.....	40,527	
April ...	8,780	68	.....	1,593	1,661	943	.....	943	46,704	
May ...	17,050	148	26	3,069	3,243	2,062	187	1,875	58,636	
Grand Total.	80,192	250	26	18,268	18,544	3,005	187	2,818	.....	
June ...	14,736	1,183	167	4,798	6,148	1,455	3,327	.....	69,094	
Total ...	94,928	1,433	193	23,066	24,692	4,460	3,514	946	.....	
July ...	16,477	396	9	4,528	4,933	5,308	2,990	2,318	78,391	
Total ...	1,11,405	1,829	202	27,594	29,625	9,768	6,504	3,264	.....	
August ...										
Total ...										
September ...										
Total ...										
October ...										
Total ...										

APPENDIX D.

STATEMENT of Receipts, Disbursements, and Balances of Stock of Rice imported into the Province of Orissa in 1867.

Months.	Receipts.	Sales to Public.	Sales to D. P. W.	Sales to F. R. C.	Total.	Transferred to Sale Golahs.	Received by transfer.	In transit.	Stock at Golahs at the end of month.	Remarks.
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.
January ...	1,60,644	4,281	.....	32,381	36,662	18,092	20,591	.....	1,29,563	Balance on 1st January 1867, 60,985 maunds, with reference to column 2.
February ...	1,65,155	3,124	.....	48,436	51,560	58,150	52,781	5,369	2,37,787	
March ...	1,86,609	5,581	.....	60,061	65,592	89,612	74,598	15,014	3,41,479	
April ...	1,46,591	5,546	.....	36,559	42,105	83,950	80,813	3,137	4,30,721	
May ...	1,17,391	15,097	324	35,906	51,327	1,05,338	1,21,254	.....	5,20,847	
Grand Total.	7,76,390	33,579	324	2,13,343	2,47,246	3,55,142	3,50,037	5,105	.....	
June ...	84,814	25,610	1,214	53,236	80,060	96,401	87,077	9,324	5,15,859	
Total ...	8,61,204	59,189	1,538	2,66,579	3,27,306	4,51,543	4,37,114	14,429	.....	
July ...	1,31,642	25,664	467	59,859	85,990	1,33,985	94,012	39,973	5,18,820	
Total ...	9,92,846	84,853	2,005	3,26,438	4,13,296	5,85,528	5,31,126	54,402	.....	
August ...										
Total ...										
September ...										
Total ...										
October ...										
Total ...										

APPENDIX E.

Stock in store on the 31st of July 1867.

Names of Golahs.	Bags.	Maunds.	In District.
Import.			
False Point or Bakood	29,869	52,755	Cuttack.
Machgaon	5,784	11,512	
Pattamondai	7,861	16,143	
Hansooah	19,785	37,991	
Total, Import Golahs ...	63,299	1,18,401	
Sale.			
Kendraparah	18,138	36,346	
Taldundah	53,821	1,06,105	
Cuttack or Jobra	2,571½	5,109	
Panchpilly	8,987	17,394	
Kyparrah	6,551	12,999	
Jajipore	2,952	5,583	
Marsagai	1,111	2,169	
Juggutsingpore	711	1,420	
Manpore	385	778	
Paint	1,196	2,395	
Total, Sale Golahs ...	96,423½	1,90,298	
Grand Total ...	1,59,722½	3,08,699	
Import.			
Dhamrah	6,641	13,257	Balasore.
Rooknadaipore	11,826	21,718	
Chandballee	20,849	40,357	
Total, Import Golahs ...	39,316	75,332	
Sale.			
Bhuddruck	40	74	
Balliapal	1,547½	2,985	
Total, Sale Golahs ...	1,587½	3,059	
Grand Total ...	40,903½	78,391	
Import.			
Pooree	46,041	90,365	Pooree.
Sale.			
Kakutpore	9,028	17,763	
Piplee	1,670	3,225	
Khoordah	3,566	6,785	
Bussendpore	2,685	5,223	
Taleedamadapore	1,882	3,466	
Kissen Pursaud	2,712	4,903	
Total, Sale Golahs ...	21,543	41,366	
Grand Total ...	67,584	1,31,731	
Grand Total in Province ...	2,68,210	5,18,821	

Report on the State of the Salt Market during the First-Quarter of 1867-68.

From R. L. MANGLES, ESQ., Officiating Junior Secretary to the Board of Revenue, Lower Provinces, to the Officiating Secretary to the Government of Bengal,—(No. 2447, dated the 15th August 1867.)

I AM directed by the Board of Revenue to submit the following report on the state of the salt market during the months of April, May and June last, or the first-quarter of 1867-68.

2. The quantity of Government salt sold under rowanahs amounted to maunds 1,83,800, as shewn in the margin, giving a monthly average of maunds 61,266, or maunds 1,27,958 less than the monthly average of the previous quarter. The decrease may be attributed partly to the large purchases made by merchants during March last, apparently in consequence of an idea that the Government had it in contemplation at the time to raise the duty on salt, and partly to the stocks of Pungah having been exhausted at Sulkea and Ghoosry.

	Maunds.
April 1867	23,315
May ,, ...	49,895
June ,, ...	1,10,590
Total ...	1,83,800

3. The following are the details of the abovementioned sales, *viz.*, at the Hidgelee Depôts, maunds 1,22,660 against maunds 28,995 in the previous quarter; at Sulkea, maunds 60,890 against maunds 3,60,817 in the preceding quarter; and at Ghoosry, maunds 250 (being all that was in store there) against maunds 1,76,460 in the last quarter of 1866-67.

4. The sales of Excise salt during the quarter amounted to maunds 1,000, against maunds 400 in the previous quarter. The Excise manufacture under licences in Cuttack and Balasore closed for the season on the 30th June last. The total produce amounts, in Cuttack to maunds 42,876, and in Balasore, to maunds 35,528. Bonds for the payment of the duty have since been executed by the several manufacturers, and their warehouses have been opened for sales. Fresh applications for Excise manufacture in Cuttack are now under consideration by the Board.

5. The total importations and clearances of sea-imported salt during the quarter are shewn comparatively in the following statement:—

Description of Salt.	APRIL, MAY, JUNE 1865.		APRIL, MAY, JUNE 1866.		APRIL, MAY, JUNE 1867.	
	Imported.	Cleared.	Imported.	Cleared.	Imported.	Cleared.
	Mds.	Mds.	Mds.	Mds.	Mds.	Mds.
Liverpool Pungah ...	11,85,772	14,09,631	5,46,978	6,76,398	10,47,018	9,05,646
Foreign Kurkutch...	48,295	1,02,521	40,119	32,723	1,05,950	43,206
Indian Ditto ...	1,36,772	1,73,430	3,95,893	2,17,927	31,728	1,51,857
Ceylon Ditto ...	...	...	...	...	...	...
Total ...	13,70,839	16,85,582	9,82,990	9,27,048	11,84,696	11,00,709

There is a sensible increase in both importations and clearances as compared with the results of the corresponding period of the previous year. Compared, however, with the transactions of the preceding quarter, there is a decline under both heads, the importations and clearances having then amounted to maunds 16,32,554 and maunds 13,12,522 respectively.

6. The following are the details of the importations and clearances of Indian Kurkutch given above :—

Exporting Port.	1865.		1866.		1867.	
	Imported.	Cleared.	Imported.	Cleared.	Imported.	Cleared.
	Mds.	Mds.	Mds.	Mds.	Mds.	Mds.
Kurrachee ...	..	23,368	..	..	...	..
Bombay ...	1,24,772	1,35,696	3,07,922	1,57,846	25,228	1,10,754
Madras ...	12,000	11,816	8,195	44,306	6,500	19,980
Ennore ...	..	..	31,749	15,775	...	5,300
Coconada ...	..	..	..	..	...	15,823
Covelong ...	..	2,550	32,667	..	...	..
Iskapalli ...	..	..	...	..	...	..
Topeteray ...	..	..	15,360	..	...	..
Total ..	1,36,772	1,73,430	3,95,893	2,17,927	31,728	1,51,857

The marked decline in both importations and clearances may be attributed to a corresponding falling off in the demand for Kurkutch salt; sales being almost exclusively confined to the Government and Liverpool Pungah salts.

7. The quantities of salt which have been despatched into the interior of the country, both east and west of the Hooghly, *viâ* the border chowkeys of Ballikhal and Sankrail, and by the East Indian and Eastern Bengal Railways, are shewn in the following Comparative Statement :—

Period.	Quantity *viâ* Ballikhal.	Quantity *viâ* Sankrail.	Quantity by the E. I. Railway.	Quantity by the E. B. Railway.
	Maunds.	Maunds.	Maunds.	Maunds.
April, May and June 1865	3,48,658	1,25,713	1,57,734	..
Ditto Ditto 1866	3,58,908	93,759	1,07,341	..
Ditto Ditto 1867	2,87,012	83,704	2,04,413	2,378

The figures given in the last column of the above statement represent the quantity of salt conveyed by the Eastern Bengal Railway during May and June last; similar information was not hitherto available, the Preventive Establishment at the terminus of the Eastern Bengal Railway having been abolished by the Inspector-General of Police, no provision having been made for a pass station at Sealdah in the Notification of the Government of May 1865. A pass station at Sealdah having recently been sanctioned, all illicit transport of salt by means of either the Eastern Bengal, or Calcutta and South-Eastern Railways, is now entirely checked. During the quarter under review no salt was transported by the latter Railway.

8. The shipments at Liverpool appear, from published market reports, to have been in—

April 1867 ...	...	Tons	11,270
May ,, ...	...	,,	28,012
June ,, ...	...	,,	21,756
	Total Tons ...		61,038

9. The price of Liverpool salt, which stood at Rupees 107 at the close of the past quarter, rose gradually until it reached Rupees 122 towards the end of April. During May it ranged between the latter rate and Rupees 118, but in the middle of June it rose to Rupees 125, and continued at that figure till the close of the quarter.

10. Throughout April the price of Madras Kurkutch remained steady at Rupees 37. It rose to Rupees 40 in May, and continued so until the end of June. Bombay Kurkutch rose from Rupees 33, the price at the close of the past quarter, to Rupees 40 at the end of April, and Rupees 50 about the latter end of May, with an upward tendency; the quarter closing with Rupees 62, being double the price quoted for Bombay Kurkutch in the report for the fourth quarter of 1866-67.

11. The total quantity of salt that was available for export on private trade at the several Madras depôts, on the first day of each of the three months of the quarter under review, and of the corresponding quarter of the two previous years, is exhibited below:—

Month.	1865.	1866.	1867.
	Maunds.	Maunds.	Maunds.
April	7,06,348	5,59,798	10,18,072
May	6,85,928	4,56,065	10,01,044
June	6,70,720	4,29,662	10,00,164

12. The importations into the Ports of Chittagong and Balasore, during the quarter under review, amounted to maunds 27,051 of Liverpool Pungah and maunds 19,716 of Madras Kurkutch, in Chittagong, against maunds 21,828 of Liverpool Pungah and maunds 7,591 of Madras Kurkutch in the previous quarter; and to maunds 7,213 of Kurkutch only in Balasore, against maunds 4,764 in the preceding quarter.

The License Tax.

Memorandum from T. B. LANE, ESQ., Secretary to the Board of Revenue, Lower Provinces, —(No. 4976B., dated the 7th September 1867.)

SUBMITTED for the information of the Government of Bengal, in continuation of the Board's Report No. 4707 B., dated 28th ultimo. The collections of July last, as noted below, are on account of forty-eight districts.

2. Information has been requested from the Military Pay Master and the Compiler of Post Office Accounts as to the recoveries in those Departments on account of License Tax. The result will be duly reported.

Statement of amount collected and number of licenses issued under Act XXI. of 1867, *in the Lower Provinces, up to the week ending* 31*st August* 1867.

	At the Presidency.		In the Mofussil.		Total.
	During the week ending 31st August 1867.	Total up to week of report.	*Up to end of* June 1867.	*Up to end of* July 1867.	
Licenses ...	740 0 0	10,322 0 0	13,691	17,496	31,187
Collections ...	13,593 8 0	3,47,785 14 9	1,33,780	1,81,198	3,14,978
Refunds ...	432 0 0	7,449 12 11	.....	....	.....
Deductions from salaries of servants under.. Government of India...	.....	27,060 0 0	.....	.....	.....
Deductions from salaries of servants under.. Government of Bengal.	.....	23,100 0 0	62,537	.....	.....

Realizations from	Up to June 1867.
Behar Opium Agency ...	2,320
Benares ,, ,, ...	1,920
Calcutta Customs Department	4,620
Chittagong ,, ,, ...	40
Matabanga Toll Department..	20
Moorshedabad Agency ..	120
Naga Hills ...	120
Shipping Office ...	140

Results of the Meteorological Observatio ns taken at the Surveyor-General's Office, Calcutta, from 1st to 7th September 1867.

Month.	Date.	Reduced Reading of Barometer at 10 A. M.	Thermometer. Highest Reading.	Thermometer. Lowest Reading.	Daily Range of the Temperature.	Mean Temperature for the day.	Mean Wet Bulb.	Computed Mean Dew-point.	Mean Degree of humidity for the day.	Prevailing Direction of Wind during the day.	Rain.	Max. Pressure of Wind.	General Remarks.
		Inches.	⊖	⊖	⊖	⊖	⊖	⊖			Inches.	lb.	
Sept. ...	1st	29·636	92·5	82·8	9·7	86·8	82·2	79·4	0·79	S & E N E	...	...	Cumuli and cirro strati; light rain at 4½ P. M.
	2nd	·628	88·6	81·5	7·1	84·0	81·0	78·9	·85	S & E & E by S	0·15	0·3	Chiefly scattered clouds. Thunder at 11½ A. Slight rain at 10 and A. M. and at 4½ and P. M.
	3rd	·663	88·9	79·8	9·1	82·5	80·0	78·2	·87	E N E & S E	0·96	3·0	Thin clouds and over ca Thunder at 8½ A. M. Hi wind at 1¼ P. M. Rain 8½ A. M. and at 2 and P. M.
	4th	·704	88·0	79·9	8·1	82·3	80·0	78·4	·88	E & S S E & S W	0·49	...	Cirro cumuli and overca Rain at 11½ A M., fr 3 to 6 P. M., and at 1 P. M.
	5th	·734	84·3	78·5	5·8	80·6	78·6	77·2	·90	S by E	0·12	0·6	Thin clouds and cumuli Rain at 8 A. M.
	6th	·771	82·5	78·0	4·5	80·1	78·9	78·1	·94	S S E	1·03	...	Overcast and thin clouds Rain from 2 A. M. to P. M.
	7th	·792	88·5	79·0	9·5	83·4	80·1	77·8	·84	S W & S S W	0·10	0·1	Thin clouds and cirr cumuli. Rain at 4 A. M.

The mea ure and the mean Wet Bu lb are d ived from the twenty-four hourl Observati the day.

T puted with the Greenwich constants. The figures in column ten represent the humidity of the air, the complete saturation of which being taken at unity. The receiver of the lower rain gauge is 1 foot 2 inches, and that of the Anemometer 70 feet 10 inches above the level of the ground.

			⊖
The extreme variation of Temperature during the past seven days	...	...	14·5
The Max. Temperature during the past seven days	...	...	92·5
The Max. Temperature during the corresponding period of the past year	...	...	93·2
The mean humidity during the past seven days	...	...	0·87
The mean humidity during the corresponding period of the past year	...	...	0·84
			Inches.
The total fall of rain from 1st to 7th ... by lower rain gauge	...	...	2·85
The total fall of rain from 1st to 7th ... by Anemometer gauge	...	...	2·46
Ditto ditto from 1st to 7th, average of thirteen previous years		...	2·12
Ditto ditto between the 1st January and the 7th current	...	...	48·58
Ditto ditto during the corresponding period of the past year	...	...	45·64

GOPEENAUTH SEN,
In charge of the Observatory.

The 9th September 1867.

Meteorological Report up to 4th September 1867.

Stations.	August.	Hour.	Barometer reduced to 32°.	Thermometer.		Wind.		Rain.	Weather.
				Dry.	Wet.	Direction.	Velocity.		
			Inches.	⊖	⊖			Inches.	
Calcutta.	29th	10	29·718	88	81	S S E	...	...	Scattered cumuli and thin clouds.
		16	29·576	90	82	S by E	...	...	Cirro cumuli.
	30th	10	29·653	87	81	S S W	...	...	Scattered cirri and cumuli.
		16	29·516	89	83	S	...	...	Cumuli.
	31st	10	29·628	87	82	S W	...	...	Scattered cumuli.
		16	29·495	91	82	E by S	...	...	Cumuli.
	Sept.								
	1st	10	29·636	88	82	E	...	...	Scattered cumuli.
		16	29·502	92	82	N E	...	...	Ditto.
	2nd	10	29·628	85	82	E	...	...	Overcast, drizzling.
		16	29·543	86	81	E S E	...	...	Scattered cirro cumuli.
	3rd	10	29·663	85	81	E S E	...	0·24	Thin clouds.
		16	29·578	80	79	S E	...	0·87	Overcast.
	4th	10	29·704	86	82	S E	...	...	Scattered cirro cumuli.
		16	29·587	83	81	S S E	...	0·13	Overcast, raining.
Saugor Island.	August.								
	29th	9-30	29·695	87	83	W by S	Light ...	...	Sultry, scattered clouds.
		16	29·595	87	82	S W	Light ...	..	Cloudy to the S. E.
	30th	9-30	29·632	88	83	S W	Light ...	...	Scattered clouds.
		16	29·544	87	82	,,	Light ...	...	Ditto.
	31st	9-30	29·601	88	83	S	Light ...	...	Ditto.
		16	29·504	88	83	,,	Light ...	...	Light clouds.
	Sept.								
	1st	9-30	29·604	91	83	S E	Light ...		Scattered clouds.
		16	29·519	86	83	S	Light. ...	1·20	Clouds from S.; passing showers.
	2nd	9-30	29·594	84	81	E	Moderate ...	...	Clouds from E.; distant thunder, slight rain.
		16	29·521	85	81	... ...	Moderate ...	...	Clouds from E; passing showers.
	3rd	9-30	29·607	85	82	E by S	Moderate ...	1·13	Clouds from E.; rain last night.
		16	29·518	86	82	S E	Moderate ...	...	Clouds from E. to W.
	4th	9-30	29·686	80	79	S E	Moderate ...	...	Clouds from E to W. Rain since morning.
		16	29·606	83	70	S	Moderate ...	1·51	Cloudy to the S.
Chittagong.	August.								
	29th	9-30	29·625	83	[illegible]	[illegible]	[illegible]	[illegible]	Cumulus raining towards E.
		16	29·506	83	81	E	[illegible]	·06	Threate[illegible]; light rain afternoon.
	30th	9-30	29·581	81	78	S by E	Light ...	...	[illegible] hanging wind. Scattered cumuli.
		16	29·444	85	81	S by W	Light ...	...	Stratus, cumulus; heavy rain last night.
	31st	9-30	29·526	84	81	W	Light ...	1·34	Cumulus; stormy towards E. and N. E.
		16	29·411	85	82	S W	Light ...	...	Cumulus.
	Sept.								
	1st	9-30	29·484	84	81	W S W	Light ...	...	Stormy towards E. and N.
		16	29·419	87	84	W S W	Light ...	...	Cumulus.
	2nd	9-30	29·541	85	82	S	Light ...	0·08	Cumulus, threatening; raining towards N. and N. E.
		16	29·469	87	84	,,	Light ...	...	Scattered cumuli moving from S. E. A few drops of rain at 22 last night.
	3rd	9-30	29·603	84	84	E by N	Light ...	7·7	Storm coming on from 12.
		16	29·531	85	82	S	Moderate ...	...	Cumulus; rain last evening.
	4th	9-30	29·635	83	80	S E by S	Light ...	1·02	Cumulus, light shower at 15.
		16	29·539	82	80	S	Moderate ...	0·78	
Akyab.	August.								
	29th	9-30	29·722	84	82	S E	Light.		
		16	29·680	85	82	S W	Light		
	30th	9-30	29·708	82	80	S E	Light ...	0·27	
		16	29·653	84	81	S W	Light.		
	31st	9-30	29·650	85	82	,,	Light.		
		16	29·607	86	82	,,	Light.		
	Sept.								
	1st	9-30	29·630	85	82	E	Light ...	0·11	
		16	29·607	86	82	S W	Moderate		
	2nd	9-30							
		16							
	3rd	9-30							
		16							
	4th	9-30	29·760	81	74	S W	Light ...	9·00	
		16	29·832	84	76	,,	Light.		
Cuttack.	August.								
	29th	9-30	29·782	85	80	E	Light.		
		16	29·680	86	81	S E	Light.		
	30th	9-30	29·712	87	81	N N W	Light ...	0·1	
		16	29·633	84	80	S E	Light.		
	31st	9-30	29·690	87	81	N W by W	Light ...	0·1	
		16	29·588	88	83	S E by S	Light.		
	Sept.								
	1st	9-30	29·690	87	82	N W	Light.		
		16	29·597	87	82	E	Light.		
	2nd	9-30	29·678	83	80	N E	Light ...	0·2	
		16	29·576	82	79	N E by E	Light ...	0·1	
	3rd	9-30	29·678	84	81	E by N	Light ...	0·5	
		16	29·596	84	81	E N E	Light ...	0·5	
	4th	9-30	29·745	85	81	S	Light.		
		16	29·678	83	80	S E	Light ...	0·1	

Stations.	August.	Hour.	Barometer reduced to 32°.	Thermometer. Dry.	Thermometer. Wet.	Wind. Direction.	Wind. Velocity.	Rain.	Weather.
			Inche	⊖	⊖			Inches.	
Madras.	August 29th	10	29·775	89	77	W N W	9*	...	Passing clouds.
		16	29·642	88	79	E by N	6*	...	Cloudy.
	30th	10	29·746	88	78	W	12*	...	Passing clouds.
		16	29·614	88	78	N N E	10*	..	Cloudy.
	31st	10	29·756	87	76	W	16*	0·36	Ditto.
		16	29·606	90	78	,,	10*	0·01	Ditto.
	Sept. 1st	10	29·760	85	77	,,	9*	2·4	Ditto.
		16	29·646	85	79	W S W	8*	...	Overcast.
	2nd	10	29·725	86	75	W N W	14*	0·21	Cloudy.
		16	29·622	88	75	N W	7*	...	Overcast.
	3rd	10	29·724	88	75	W	12*	...	Cloudy.
		16	29·581	92	78	W S W	8*	...	Ditto.
	4th	10	29·752	88	75	W by N	20*	...	Chiefly fine.
		16	29·613	91	79	N E	9*	...	Partly fine.
Benares.	August 26th	10	29·445	92	84	W	...	...	Cumuli.
		16	29·332	85	81	E	...	...	Ditto, strati.
	27th	10	29·445	92	84	W	...	...	Ditto.
		16	29·332	85	81	E	...	...	Ditto, strati.
	28th	10	29·479	85	81	Calm	...	0·3	Ditto, nimbi.
		16	29·382	83	82	S	...	...	Ditto, strati.
	29th	10	29·486	86	82	...	...	2·0	Ditto ditto.
		16	29·357	89	83	W	...	...	Ditto.
	30th	10	29·430	86	81	N W	...	0·7	Ditto, cumulo strati.
		16	29·298	90	82	W	...	...	Cumuli, strati.
	31st	10	29·356	87	81	S W	...	...	Ditto.
		16	29·298	92	84	S	...	...	Ditto, strati.
	Sept. 1st	10	29·423	87	81	Calm	...	...	Ditto.
		16	29·330	85	80	E	...	...	Ditto, strati.
Jeeling.	August 26th	9-30	23·237	65	65	S E	Light ...	2·63	Thick mist.
		16	23·167	64	64	E	Light ...	0·95	Raining since 12 hours.
	27th	9-30	23·273	64	63	W N W	Light ...	0·1	Pleasant morning.
		16	23·169	66	64	S E by E	Light ...	0·1	Drizzling.
	28th	9-30	23·265	69	68	E	Light ...	0·78	Pleasant mor[illegible]ning,
		16	23·197	[illegible]	6[illegible]	[illegible] W	Light ...	...	Calm; pretty clear afternoon.
	29th	9-30	23·255				ight ...	...	Scattered cumuli.
		[illegible]	23·219			S	Light ...	1·0	Raining.
Da[illegible]	30th	9-30	23·202	66	65	S	Light ...	0·05	Rather misty.
		16	23·162	65	64	W	Light ...	0·2	Pretty clear; agreeable afterr
	31st	9-30	23·191	63	61	W by W	Light ...	0·38	Misty.
		16	23·098	68	67	E by S	Light ...	...	Ditto.
	Sept. 1st	9-30	23·210	69	67	S E	Light ...	0·15	Scattered cumuli and scuds
		16	23·159	71	67	S S W	Light ...	...	Scattered cumuli, powerful last two hours. Agreeab noon.
False Point.	August. 18th	9-30	29·653	84	81	W S W	...	...	Squally, with rain; passing showers of rain at 6 hours.
		16	29·593	...	81	S W	...	...	Squally, with rain.
	19th	9-30	29·620	85	81	N W	...	0·6	Light weather.
		16	29·523	84	81	Calm	...	...	Calm, thunder with heavy 15 hours.
	20th	9-30	29·551	85	81	W N W	...	0·5	Moderate breezes. Heavy and lightning all round rain yesterday at 17 hours.
	21st	16	29·494	84	81	S W	...	...	Ditto, weather. Thunder, lightning and rain hours.
		9-30	29·593	84	81	W N W	...	0·4	Light weather.
		16	29·494	84	81	S W	...	...	Moderate breezes.
	22nd	9-30	29·640	85	81	S W	...	...	Light weather.
		16	29·551	85	83	S W	...	...	Moderate breeze.
	23rd	9-30	29·670	85	82	S W	...	...	Ditto.
		16	29·591	85	82	S W	...	...	Moderate weather.
	24th	9-30	29·670	85	83	S W	...	...	Moderate breeze and cloudy.
		16	29·583	84	81	Calm	...	...	Calm. Heavy rain, with and lightning round the horizon at 15 hours.
Dacca.	August. 22nd	9-30	29·628	82	81	S S E	...	0·1	Light wind. Partially cloudy.
		16	29·503	84	83	S	...	...	Ditto. Cloudy.
	23rd	9-30	29·620	85	84	S S W	...	...	Ditto.
		16	29·508	86	85	S	...	...	Ditto, sky overcast, threatening.
	24th	9-30	29·603	84	83	S	...	0·3	Light wind, sky overcast, drizzling.
		16	29·492	81	80	S	...	0·1	Light wind. Cloudy.
	25th	9-30	29·596	83	82	S	...	...	Moderate wind. Cloudy.
		16	29·476	83	82	S	...	0·1	Strong wind. Occasional showers.
	26th	9-30	29·605	83	82	S	...	...	Moderate wind. Threatening.
		16	29·513	84	83	S W	...	...	Light wind. Sultry.
	27th	9-30	29·573	84	83	S	...	...	Ditto. Cloudy.
		16	29·531	85	84	S S W	...	...	Moderate wind. Clear.
	28th	9-30	29·653	84	83	S S W	...	...	Ditto. Partially cloudy.
		16	29·521	85	84	S W	...	...	Light wind. Sultry.
	29th	9-30	29·641	81	80	N	...	0·1	Ditto. Sky overcast, rainy.
		16	29·484	84	83	S	...	0·1	Light wind. Partially cloudy.
	30th	9-30	29·553	84	83	W S W	...	...	Ditto. Sultry.
		16	29·414	84	83	S S W	...	...	Ditto. Very sultry.
	31st	9-30	29·546	83	82	N	...	...	Ditto. Sky overcast, drizzling.
		16	29·382	85	83	E	...	...	Ditto. Sultry.

* Velocity in miles per hour.

M. H. Ormsby, LL. B., C. E.,
Offg. Meteorological Reporter to Govt. of Bengal.

Bengal Secretariat,
The 7th September 1867.

Abstract of corrected Observations as received in the Meteorological Reporter's Office.

AUGUST 1867.

HOURS OF OBSERVATION, 10 AND 16.

STATIONS.	10 HOURS.								16 HOURS.								MEANS FOR THE MONTH.			
	Max. Ther.	Date.	Min. Ther.	Date.	Max. Bar.	Date.	Min. Bar.	Date.	Max. Ther.	Date.	Min. Ther.	Date.	Max. Bar.	Date.	Min. Bar.	Date.	Barometer.	Dry.	Wet.	RAIN.
																				In.
Calcutta ...	88°	29th	77°	15th	29·733	24th	29·533	15th	91°	31st	79°	15th	29·627	17th	29·432	12th	29·597	86°	81°	18·50
Saugor Island	89°	2nd	79°	15th	29·717	18th	29·515	15th	89°	1st	81°	19th	29·625	18th	29·420	12th	29·592	85°	82°	30·64
Chittagong	84°	31st	77°	15th	29·663	17th	29·489	12th	85°	31st	77°	15th	29·625	24th	29·411	31st	29·563	82°	79°	26·91
Akyab ...	85°	31st	78°	14th	29·793	17th	29·645	12th	86°	31st	78°	13th	29·748	17th	29·607	31st	29·714	82°	80°	25·64
Cuttack ...	88°	23rd	79°	25th	29·810	25th	29·599	13th	88°	31st	81°	25th	29·725	18th	29·506	12th	29·680	86°	81°	9·51
Madras ...	92°	8th	80°	10th	29·878	19th	29·711	12th	94°	11th	84°	2nd	29·743	18th	29·590	1st	29·720	88°	77°	...
Benares ...	93°	11th	81°	2nd	29·486	29th	29·293	16th	96°	5th	82°	25th	29·384	24th	29·258	1st	29·360	89°	82°	...
Dacca ...	85°	23rd	79°	17th	29·653	28th	29·489	20th	86°	23rd	79°	16th	29·568	9th	29·352	8th	29·528	84°	82°	9·52
Darjeeling...	70°	12th	61°	15th	23·273	27th	23·148	1st	72°	28th	61°	6th	23·227	13th	23·098	31st	23·192	66°	64°	28·24

M. H. ORMSBY, LL. B., C. E.,
Offg. Meteorological Reporter to Govt. of Bengal.

SUPPLEMENT.

Observations taken at Cherra Poonjee,

AUGUST 1867.

BY CAPTAIN H. H. GODWIN AUSTEN, B. S. C.
Topographical Survey.

STATION.	August.	Hour.	THERMOMETER. Dry.	THERMOMETER. Wet.	Wind.	Cloud. Sky covered = 1.	Rain.	REMARKS.
			⊖	⊖			Inches.	
CHERRA POONJEE.	1st	9 A. M.	69	69	S E	1·	1·9	Raining.
	2nd	...	71	70	S E	0·6	0·9	Fine morning, sunny.
	3rd	...	76	72	S E	0·3	1·65	Ditto. Thunder storm overnight.
	4th	...	70	69	...	1·	2·48	Rain from midnight till morning.
	5th	...	69	69	S W	1·	2·5	Rain and mist.
	6th	...	68	68	S	1·	3.0	Drizzle.
	7th	...	69	69	S	1·	2·1	Ditto.
	8th	...	70	70	S E	1·	5·0	Ditto. Steady rain all night.
	9th	...	70	69	S	1·	1·85	Ditto.
	10th	...	70	70	S	1·	1·45	Rain from midnight; distant thunder.
	11th	...	71	70	E S E	1·	0·07	Bright morning, clouding over.
	12th	...	71	...	E S E	0·8	...	Very hazy all day.
	13th	...	73	70	S E	0·1	...	Breeze, fine, overcast morning.
	14th	...	68	67	S	0·1	0·9	Rain from 10 P. M.
	15th	...	66	65	S E	1·	1·75	Rainy evening, mist.
	16th	...	67	66	S S W	1·	2·5	Rain all night.
	17th	...	68	67	S S W	1·	2·7	Raining.
	18th	...	71	70	...	0·9	0·9	Raining all night; clearing up.
	19th	...	70	68	...	1·	0·02	Fine in early morning.
	20th	...	69	69	S E	1·	2·2	Drizzling, rain, gleans of sun; light clear evening.
	21st	...	69	69	S E	0·9	1·75	Rain off and on all night; gleans of light.
	22nd	...	69	68	S S E	0·9	0·85	Thin mist over plateau, with a drizzle occasionally.
	23rd	...	70	70	W S W	1·	6·4	Very heavy rain and strong wind; lightning about 1 A. M.; wind and rain up till time of observation.
	24th	...	72	70	W	0·9	1·7	Raining great part of night. Fine clearing.
	25th	...	70	69	S W	1·	2·4	Rain since early morning.
	26th	...	70	69	S S E	1·	3·1	Rain all night.
	27th	...	69	68	S S W	1·	4·4	Ditto.
	28th	...	73	70	S W	0·7	0·3	Fine morning.
	29th	...	75	73	S S E	0·9	0·5	Ditto. Thunder and storm in night.
	30th	...	70	70	...	1·	0·2	Drizzle.
	31st	...	73	71	S S E	0·8	1·45	Fine morning.
					Total rain for August 1867 = 56·92			

BENGAL SECRETARIAT,
The 10th September 1867.

M. H. ORMSBY, LL. B., C. E.,
Offg. Meteorological Reporter to Govt. of Bengal.

PRINTED BY F. J. BARLOW, AT THE BENGAL SECRETARIAT OFFICE.

No. 38.] [1469]

The Calcutta Gazette.

WEDNESDAY, SEPTEMBER 18, 1867.

Home Department.

LEGISLATIVE.

Simla, the 2nd August 1867.

THE following Bill and Statement of Objects and Reasons accompanying it are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at Meetings of the Council of the Governor General of India for the purpose of making Laws and Regulations :—

THE INDIAN CONTRACT LAW, 1867.

ARRANGEMENT OF SECTIONS.

PART I.

PRELIMINARY.

Section.
1. Short Title.
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THE INDIAN CONTRACT LAW, 1867.

PART I.

PRELIMINARY.

Short title.

1. This Act may be called the "Indian Contract Law, 1867."

Interpretation Clause.

2. In this Act,—unless there be something repugnant in the subject or context:—

Number.

Gender.

Words importing the singular [illegible] include the plural [illegible] importing the plural number include the singular, and words importing the male sex include females;

"Person."

"Person" includes any Company or Association, or body of persons whether incorporated or not;

"Child."

"Child" in the case of any one whose personal law permits adoption, includes an adopted child;

"Immoveable property."

"Immoveable property" includes land, any benefit to arise out of land, and things attached to the earth or permanently fastened to anything attached to the earth;

"Moveable property."

"Moveable property" means property of every description, except immoveable property;

"British India."

"British India" means the territories which are, or may become, vested in Her Majesty or Her Successors by the Statute 21 and 22 Vic., Cap. 106 (*an Act for the better government of India.*)

Repeal of Acts.

3. The enactments specified in the first Schedule hereto, are repealed; but nothing herein contained shall be deemed to affect the enactments specified in the second Schedule hereto, nor any enactment of the Governor General of India in Council, the Lieutenant-Governor of Bengal in Council, the Governor of Fort St. George in Council, or the Governor of Bombay in Council, relating to the emigration or transport or contracts of Native Labourers, or saving the members of Municipal Committees from personal liability.

PART II.

OF CONTRACT IN GENERAL.

Contract defined.

4. A contract is an agreement between parties whereby a party engages to do a thing or engages not to do a thing.

A contract may contain several engagements, and they may be either by the same party or by different parties.

A contract may be expressed or implied, or partly expressed and partly implied.

A contract or part of a contract may be expressed either orally or by writing.

A contract or part of a contract is said to be implied when it is to be inferred from the circumstances of the case, and things spoken or written, or the ordinary course of dealing, may be accounted circumstances of the case.

Illustrations.

(*a.*) A. orally agrees with B. to buy of him at a certain price 500 maunds of rice. This is a contract expressed orally.

(*b.*) A. orders of B., by writing, 500 maunds of rice at a certain price. B. by writing accepts the order. This is a contract expressed by writing.

(*c.*) A. orally agrees with B. to buy of him 500 maunds of rice at a price to be fixed afterwards. The price is afterwards fixed by correspondence between A. and B. This is a contract expressed in part orally and in part orally and in part by writing.

(*d.*) A. orally orders B., a tailor, to make him a coat. B. accepts the order. The contract thus made contains an implied engagement by B. that the coat to be made for A. shall be of suitable materials, and shall [illegible] and an implied engagement by A. that he will [illegible] coat, and will pay for it, if within [illegible] reaso[illegible] crimi- shall be so made.

(*e.*) A., by writing, orders [illegible] when best rice, lying in his godowns. [illegible] There is an implied engagement on [illegible] art to [illegible] reasonable price for the rice.

Who may contract.

5. Every person who is of the age of majority according to the law to which he is subject, and who is of sound mind, may enter into a contract.

Explanation 1.—Persons who are, deaf, or dumb, or blind, are not thereby incapacitated for entering into a contract, if they are able to know what they do by it.

Explanation 2.—One who is ordinarily insane may make a contract during an interval in which he is of sound mind.

Explanation 3.—No person can enter into a contract while he is in such a state of mind, whether arising from drunkenness, or from illness, or from any other cause, that he does not know what he is doing.

Retraction or alteration of proposal.

6. A proposal to enter into a contract may be retracted, or the terms of it altered by the party making it, at any time before it is accepted.

Explanation.—A proposal is said to be accepted when an expressed acceptance of it has been communicated to the proposer; or when a letter of acceptance is posted or a telegraphic message of acceptance is delivered at a proper office, and the acceptance by letter or telegram is not cancelled by some communication which reaches the proposer before or at the same time with the letter or telegram of acceptance; or when acceptance is to be inferred from the circumstances of the case.

Illustration.

A. sends goods to B. for sale or return. B. sells the goods to C. B. has accepted the goods.

Acceptance of proposal.

7. A proposal does not bind the party making it, unless it be accepted within the time prescribed for its acceptance, or, if no time is prescribed, within a reasonable time.

Effect of deceit, coercion and undue influence.

8. Any engagement which a contracting party has been induced to form by deceit or coercion, or by such influence as impedes or interferes with the freedom of his agency, renders the contract voidable at the option of that party.

Explanation 1.—Deceit may be practised on a person, not only by intentionally inducing him to believe what is not true, but by intentionally concealing truth from him.

Explanation 2.—In order to enable a party to annul a contract by reason of deceit, it must appear, where a false representation has been made, that he relied on the representation; and where the truth has been concealed, that he had not the means with ordinary diligence of discovering the truth.

Illustrations.

(*a.*) A., intending to deceive B., falsely represents that 500 maunds of indigo are made annually at A.'s factory, and thereby induces B. to buy the factory. The contract is voidable.

(*b.*) A., in order to deceive B., falsely informs him that 500 maunds of indigo are made annually at A.'s factory. B., not relying on this statement, examines the accounts of the factory, which show that only 400 maunds of indigo have been made. After this B. buys the factory. The contract is not voidable on account of A.'s misstatement.

(*c.*) A., having discovered a seam of coal on A.'s estate, does not communicate that circumstance to A., and buys the estate at a price fixed by A. in ignorance of the existence of the coal. The sale is not voidable on account of B.'s conduct.

(*d.*) A., having discovered a vein of ore on the estate of A., adopts measures to conceal and does conceal from A. the existence of the ore, so that A. cannot, with ordinary diligence, discern its existence. Through A.'s ignorance, B. is enabled to buy the estate at an undervalue. The sale is voidable.

(*e.*) A. is entitled to succeed to an estate at the death of B. B. dies. C., having received intelligence of B.'s death, conceals the fact from A., and induces A. to sell him his interest in the estate. The sale is voidable.

(*f.*) B., by deceit, induces A to enter into an engagement with B. for the benefit of C., who is not privy to the deceit. The engagement is voidable.

(*g.*) A., a young female who has resided during her minority in the family of B., her guardian, continues to reside with him after attaining majority, and is induced, by means of his influence, to enter into a contract with him which is disadvantageous to herself. The contract is voidable.

Effect of false representation inducing a contract.

9. A person who, either knowingly or ignorantly, makes a false representation whereby he induces another to enter into a contract with him, is bound to place the other in the same position as it the representation had been true, and in default of his doing so the contract is voidable at the option of the person who has been misled.

Explanation.—Where a party's consent to an engagement by contract has been given through a mistake as to the substance of the thing which is the subject of the engagement, and the mistake was occasioned, however innocently, by the other party, this has the same effect as a false representation.

Illustrations.

(*a.*) A. informs B. that A.'s estate is exempt from the payment of revenue to Government; B. thereupon buys the estate. It turns out that the estate is not exempt from the payment of revenue, and that such exemption cannot be obtained. The sale is voidable.

(*b.*) A. informs B. that A.'s estate is within a mile of the town of Ramnagar; B. thereupon buys the estate. The estate is found to be two miles from the town. The sale is voidable.

(*c.*) A. forms B. that A.'s estate is free form incumbrance. B. thereupon buys the estate. It turns out that the estate is subject to a mortgage. A. must redeem the mortgage; or if he cannot do so the contract is voidable.

(*d.*) A. and B. are partners in a mercantile business. A. is the managing partner, B. is ignorant of the state of the business. A. and B., in order to induce C. to become a partner with them, show him a statement of the affairs of the partnership, which is wrong by a large amount. C., relying upon the statement, joins the firm, and for several years does not discover the falsity of the statement. The contract of partnership is voidable at the option of C.

Mistake of fact.

10. Where both the parties to an engagement by contract are under a mistake as to a matter of fact essential to the engagement, the engagement is void.

Explanation.—An erroneous opinion as to the value of the thing which forms the subject-matter of the contract, is not to be considered a mistake as to a matter of fact.

Illustrations.

(*a.*) A. agrees to sell to B. a cargo of goods, supposed to be on its way from England to Bombay. It turns out that before the day of the bargain the ship conveying the cargo had been cast away and the goods lost. Neither party was aware of these facts. The contract is void.

(*b.*) A. buys of B. a certain horse. It turns out that the horse was dead at the time of the bargain, though neither party was aware of the fact. The sale is void.

(*c.*) A. being entitled to an estate for the life of B., agrees to sell it to C. B. was dead at the time of the contract, but both parties were ignorant of the fact. The contract is void.

Mistake of Law.

11. The validity of a contract is not affected by the circumstance that a party was at the time of making it under a mistake of law.

Explanation.—A mistake in respect of a law not in force in British India has the legal consequences of a mistake not of law but of fact.

Illustration.

A. owes to B. a debt, the payment of which at a fixed time is guaranteed by C. B. contracts with A to give time to A., C. not assenting to the arrangement. B. is not aware, at the time of entering into this contract, that its legal effect will be to discharge C. from liability under his guarantee. B. is nevertheless bound by his contract to give time to A.

Certainty of subject.

12. The subject of every contract must be certain, or capable of being made certain.

Illustrations.

(*a.*) A. agrees to sell to B. "100 tons of oil," the kind of oil not being specified or in any way indicated. The contract is void for uncertainly.

(*b.*) A, agrees to sell to B. 100 tons of oil of a specified description, known as an article of commerce. There is no uncertainty here to prevent the contract from being valid.

(*c.*) A., who is a dealer in cocoanut oil only, agrees to sell to be B. "100 tons of oil." The nature of A.'s trade affords an indication of the meaning of the words, and A. has entered into a contract for the sale of 100 tons of cocoanut oil.

(*d.*) A. agrees to sell to B. "all the grain in his granary at Ramnagar." There is no uncertainty here to prevent the contract from being valid.

(*e.*) A. agrees to sell to B. 1,000 maunds of rice at a price to be fixed by C. The subject of the contract is capable of being made certain, and there is no uncertainty here to prevent the contract from being valid.

Object and consideration.

Promise when binding.

13. In order to the validity of an engagement by contract there must be a lawful object and a good consideration.

First Exception.—A person who makes a promise, whether upon good consideration or not, is bound to perform it if the promise be expressed in writing, and duly registered according to the provisions of the law for the time being in force for the registration of assurances, unless the promise is unlawful or is based on an unlawful consideration.

Second Exception.—A person who makes an express promise without good consideration is bound to perform it, if it be a promise to compensate wholly or in part a person who has already voluntarily done something which the person who makes the promise was legally compellable to do; or if it be a promise to pay wholly or in part a debt which the creditor is legally entitled to receive from the person who makes the promise, but of which, by reason of the law for the limitation of suits, he cannot enforce payment.

Explanation 1.—A good consideration must be something which, at the desire of the person entering into the engagement, another person has done or abstained from doing, or does or abstains from doing, or promises to do or to abstain from doing.

Explanation 2.—A good consideration must be lawful.

Explanation 3.—An object, a consideration, or a promise is said to be lawful when it is not contrary to law or to morality.

Illustrations.

(*a.*) A. engages by contract with B. to sell his house to B. for 10,000 Rupees. Here there is an engagement by A. to B., and an engagement by B. to A., and these engagements are valid, there being in each case a lawful object and a good consideration.

(*b.*) A. agrees to sell his house at Ramnagar to B. for 10,000 Rupees. Here the promise to pay the sum of 10,000 Rupees is the consideration for A.'s entering into the contract; and the promise to convey the house is the consideration for B.'s entering into the contract. These are good considerations.

(*c*) A. engages to pay B. 1,000 Rupees at the end of six months if C., who owes that sum to B., fails to pay it. B. engages to grant time to C. accordingly. Here the engagement of each party is the consideration for the engagement of the other party; and they are good considerations.

(*d.*) A. engages, for a certain sum paid to him by B., to make good to B. the value of his ship if it shall perish by shipwreck on a certain voyage. Here A.'s promise is the consideration for B.'s payment, and B.'s payment is the consideration for A.'s promise; and these are good considerations.

(*e.*) A. engages to maintain B.'s child, and B. engages to pay A. 1,000 Rupees yearly for the purpose. Here the engagement of each party is the consideration for the engagement of the other party. They are good considerations.

(*f.*) A., B., and C. enter into a contract for the division among them of gains acquired or to be acquired by them by fraud. The contract is void.

(*g.*) A. undertakes to obtain for B. an employment in the public service, and B. agrees to pay 1,000 Rupees to A. The contract is void, as the consideration for it is illegal.

(*h.*) A., being agent for a landed proprietor, agrees, for money, without the knowledge of his principal, to obtain for B. a lease of land belonging to his principal. The contract between A. and B. is void, being contrary to A.'s duty as agent.

(*i.*) A., engages with B. to drop a prosecution which he has instituted against B. for robbery, and B. engages to restoro the value of the things taken. The contract is void.

(*j.*) A.'s estate is soid for arrears of revenue under the provisions of an Act of the Legislature, by which the defaulter is prohibited from purchasing the estate. B. upon an understanding with A. becomes the purchaser, and agrees to convey the estate to A. upon receiving from him the price which B. has paid. B.'s engagement is void, as it renders the transaction in effect a purchase by the defaulter.

(*k.*) A. engages to superintend on behalf of B. a legal manufacture of indigo and an illegal traffic in other articles. B. enters into an engagement to pay to A. a salary of 10,000 Rupees a year. B.'s engagement is void—the consideration being in part unlawful.

(*l.*) A. voluntarily pays B. a sum of money which is due to B. from C. Afterwards C. promises to reimburse A., C. is bound to perform the promise.

Contract taking effect on happening of specified uncertain event.

14. An engagement by contract may be made to take effect only in case a specified uncertain event shall happen. The event may be the performance of something that constitutes the consideration or part of the consideration for the engagement, or it may be an event distinct from such performance.

Illustrations.

(*a.*) A. sells goods to B. for a fixed price and engages to deliver them to him on receiving payment in full. A.'s engagement to deliver the goods does not become absolute until B. pays or tenders to him the price.

(*b.*) A. sells goods to B. for a fixed price, to be paid by instalments; and engages to deliver them to him on receiving payment of the first instalment. A.'s engagement to deliver the goods does not become absolute until B. pays or tenders to him the first instalment.

(*c.*) A. enters into an engagement by contract with B. to buy B.'s house for 10,000 Rupees if A. shall survive C. A.'s engagement does not become absolute until C. dies, leaving A. surviving him.

(*d.*) A. enters into an engagement by contract with B. to sell a horse to B. at a specified price in case C., of whom the horse has been offered, shall refuse to buy. A.'s engagement does not become absolute until C. refuses to buy the horse.

Contract taking effect only when specified uncertain event does not happen.

15. An engagement by contract which is intended to take effect only in case a specified uncertain event shall not happen, does not become absolute until the happening of that event becomes impossible.

Avoidance of engagement intended to take effect only in case specified uncertain event shall happen.

16. Where an engagement by contract is intended to take effect only in case a specified uncertain event shall happen within a fixed time, and the time expires without the event having occurred, the engagement becomes void. Where no time has been fixed for the happening of the event, the engagement becomes void as soon as it is ascertained that the event will not happen.

Illustrations.

(*a.*) A. enters into an engagement by contract to pay B. a sum of money if a certain ship shall return within a year from the time of the contract. The year elapses without the ship having returned. The engagement becomes void.

(*b.*) A. enters into an engagement by contract to pay B. a certain sum of money if C. shall leave a son surviving him. C. dies, not leaving a son surviving him. The engagement becomes void.

When an engagement intended to take effect in case a specified event shall not happen, becomes absolute.

17. When an engagement by contract is intended to take effect in case a specified event shall not happen within a fixed time, the engagement does not become absolute until the time has expired without the event having occurred, or until, before the time fixed, it is ascertained that the event will not occur. Where no time has been fixed the engagement becomes absolute as soon as it is ascertained that the event will not happen.

Illustrations.

(*a.*) A. enters into an engagement by contract to pay B. a sum of money if a certain ship shall not return within a year. At the end of six months it is ascertained that the ship has been lost. The engagement has become absolute.

(*b.*) A. enters into an engagement by contract to pay B. a sum of money if a certain ship shall not return. It is ascertained that the ship has been lost. The engagement has become absolute.

Order of performance of different engagements.

18. Where the order in which different engagements are to be performed is not expressly fixed by the contract, it shall be that order which the nature of the transaction requires.

Illustrations.

(*a.*) A. enters into an engagement by contract to build a house for B. at a fixed price. B. engages to pay the price. B.'s engagement does not become absolute until A. finishes the house.

(*b.*) A., a tradesman, enters into an engagement by contract to make over his stock in trade to B. at a fixed price, and B. engages to give security for the payment of the money. A.'s engagement does not become absolute until the security is given; for the essence of the engage- is, that A. should have security before he delivers up his stock.

When one reciprocal engagement does not become absolute till performance of other.

19. Where one of two engagements by contract has been entered into in consideration of the other, and a time is appointed for the performance of one of them, which time is to arrive before the reciprocal engagement can be performed, the latter does not become absolute until the former has been performed.

Illustrations.

(*a.*) A. contracts with B. to sell to him at a specified price [illegible] in merchandise on [illegible] cannot [illegible] month, and B. engages to pay for the merchandise within a week from the date of the contract. A.'s engagement does not become absolute until B.'s engagement has been fulfilled.

(*b.*) A. contracts with B. to sell him 100 bales of merchandise to be delivered net day, and B. engages to pay for them within a mouth. B.'s engagement does not become absolute until the merchandise has been delivered to him.

Parties mutually bound to facilitate performance.

20. The parties to a contract are bound to afford to each other all reasonable facilities for performing their engagements.

Liability of party preventing event on which contract is to take effect.

21. Where an engagement by contract is intended to take effect on the happening of an event, and the party who has entered into the engagement prevents the happening of the event, he becomes liable to perform the engagement, or to make compensation to the other party for any loss which he may have sustained in consequence of its non-performance.

Illustration.

A. engages to pay 1,000 Rupees to B. provided that B. shall execute certain work for him; and B. engages to execute the work. B. is already and willing to execute the work accordingly, but A. prevents him from doing so. A.'s engagement has become absolute.

Liability of one party failing to do act which he is bound to do, and which is necessary to enable the other to perform.

22. When a person having entered into an engagement by contract with another fails to do an act which he is bound by law to do, and which is necessary to enable the other to perform his part of the contract, the party who has failed to do such act is liable to make compensation to the other party for any loss or damage which he may have sustained in consequence of the non-performance of it.

Illustrations.

(*a.*) A. hires B.'s ship to take in and convey from Calcutta to the Mauritius a cargo to be provided by A., B. receiving a certain freight for its conveyance. A. does not provide any cargo for the ship. A. must make compensation to B. for his failure.

(*b.*) A- enters into an engagement by contract with B. to execute certain builder's work, for a fixed price, B. supplying the scaffolding and timber necessary for the work. B. refuses to furnish any scaffolding or timber, and the work cannot be executed. B. is bound to make compension to A. for any loss caused to him by the non-execution.

When time is essential.

23. When there are mutual engagements by contract, and one of them is an entire and indivisible engagement by contract for the doing of a particular thing by a fixed time, time is of the essence of the contract, and unless the thing be done at the stipulated time the reciprocal engagement, if any, does not become absolute.

Effect of doing several things, but not at the times specified.

24. Where there are mutual engagements by contract, and one of them is an engagement for the doing of several things at different times, and the things stipulated are done, but not at the times specified, this irregularity does not prevent the reciprocal engagement from becoming absolute, but the person who entered into the latter engagement is entitled to compensation for any loss which he may have sustained in consequence of the irregularity.

Condition l Contract.

[illegible] to fulfil[illegible] tion.

25. When an engagement by contract is conditional, and the condition fails to be fulfilled, the engagement becomes void.

Illustration.

A. engages to pay 10,000 Rupees to B. if he will marry A.'s daughter A.'s daughter was dead at the date of the engagement. The condition cannot be fulfilled, and the engagement is void.

Contract conditioned to be terminated or varied on the happening, or not happening of a specified uncertain event.

26. An engagement by contract may be made with the condition superadded, that it shall be terminated or varied in case a specified uncertain event shall happen or that it shall be terminated or varied in case a specified uncertain event shall not happen.

When such conditions are invalid.

27. A condition of the kind described in the last preceding section is invalid and does not affect the engagement to which it is superadded, if at the time of the contract the event is impossible, or if it is repugnant to law or morality, or inconsistent with the main purpose of the contract.

Result of such conditions subsequently becoming unlawful or impossible.

28. An engagement to which is snperadded a condition of the kind described in Section 26 becomes void if the fulfilment of the codition is, subsequently to the contract, rendered unlawful, or is made impossible by some unforeseen event which the person who entered into the engageement could not prevent.

Illustrations.

(*a.*) A. engages to pay B. 5,000 Rupees, provided that the engagement shall be void if A. takes in cargo for B. at a certain port. The Government afterwards declares war against the country in which the port is situated, so that A. cannot trade there. The engagement becomes void.

(*b.*) A., a singer, who has undertaken to sing at B.'s theatre, engages to pay B. 20,000 Rupees, provided that the engagement shall be void if A. sings at B.'s theatre on a certain number of nights in the month of June. A. before June loses his voice through illness. The engage ment to pay 20,000 Rupees becomes void.

Termination or variation of contract made with condition subsequent that it shall be terminated or varied unless a certain person perform a specified act.

29. Where an engagement by contract is made with a condition superadded, that it shall be terminated or varied unless a certain person shall perform a specified act, but no time is specified for the performance of the act; if such person takes any step which renders impossible or indefinitely postpones the performance of the act required, the engagement shall be terminated or varied as if such person had died without performing the act.

Discharge of alternative obligation where one of the two things is unlawful or impossible.

30. If a condition of the kind described in Section 26 consists in doing one or the other of two things, and one of them is unlawful or impossible, the condition can only be fulfilled by doing the other.

Illustration.

A. engages by contract to pay B. a fixed sum, provided that if A. delivers to B. on a certain future day either 20 maunds of the finest rice, or a certain quantity of opium to be obtained contrary to law, the engagement shall be void. The condition cannot be fulfilled otherwise than by the delivery of 20 maunds of the finest rice.

Liability of person failing to do an act which he has engaged to do.

31. A person who fails to do an act which he has engaged by contract to do, shall make compensation to the person in whose favour the act was to be done.

Exception.—A man incurs no liability through the non-performance of an act which he has engaged by contract to do, where [illegible] the contract, the performance of the act has been rendered unlawful, or has been made impossible by some event of which he did not, expressly or by implication, take upon himself the risk.

Illustrations.

(*a.*) A. engages to deliver to B. at a certain price, at a specified time and place a cargo of merchandise then at sea in his ship. The ship is afterwards lost at sea, with its cargo. A. is liable to make compensation to B. for the non-performance of his engagement.

(*b.*) A. freighted B.'s ship to proceed to Island of Ichaboe, and there to take in a cargo, of guano to be supplied by A. and to convey it to a certain port. The guano at Ichaboe was entirely exhausted before the ship arrived, and it was impossible for A. to supply a cargo. A. must make compensation to B. for the non-performance of his engagement.

(*c.*) A., the owner of a music hall, agrees to let B. have the use of it for four days in June for the purpose of giving concerts in it; B. to pay 1,000 Rupees a day. On the 30th of May the hall is accidentally destroyed by fire without the fault of either party. Neither party is bound to make compensation for the non-performance of the act which he engaged by the contract to do.

(*d.*) A., a painter, enters into an engagement to paint a picture for B. A. becomes blind. A. is not liable to make compensation to B. for not painting the picture.

(*e.*) A. engages to take in cargo at a certain. port. The Government afterwards declares war against the country in which the port is situated, so that A. cannot trade there. He is not bound to make compensation for failure to take in cargo at the specified port.

Rule of Construction.

Interpretation of Contracts.

32. For the purpose of determing questions as to the meaning of a contract, a Court must inquire into every material fact relating to the situation of the parties to, or the subject-matter of such contracts, and into every fact a knowledge of which may conduce to the right application of the words which the contracting parties have used.

Performance of Contract.

Person by whom contract is to be performed.

32. An engagement by contract must be performed by the person who has entered into it, unless its nature be such that it can be properly performed by another, in which case he may employ a competent person to person to perform it; or if he dies before performance, his representatives may perform it, or employ a competent person to do so.

Illustrations.

(*a.*) A. engages to pay B. a sum of money. He may perform this engagement, either by personally paying the money to B, or by causlng it to be paid to B. by another; and if a A. dies before the time appointed for payment his representatives may perform the engagement.

(*b.*) A engages to paint a picture for B. This engagement cannot be performed except by A.'s painting the picture himself.

Effect of accepting performance from a third person.

34. Where a person who is entitled to claim from another the performance of an engagement accepts such performance from a third person, he cnnot afterwards enforce it against the person who entered into the engagement.

Dispensation with, or remittance of, or acceptance of satisfaction in lieu of, performance.

35. A person who is entitled to claim performance of an engagement may dispense with or remit such performance wholly or in part, or may extend the time for it, or may accept instead of it any satisfaction which he thinks fit.

Illustrations.

(*a.*) A. [illegible] a pictur[illegible]en after wards expressly [illegible]s him to do so. [illegible] no longer bound to perform the engagement.

(*b*) A. owes B. 5,000 Rupees. By agreement A. pays to B. and B. accepts, in satisfaction of the whole debt, 2,000 Rupees paid at the time and place at which the 5,000 Rupees were payable. The whole debt is discharged.

(*c.*) A. owes B. 5,000 Rupees. C. pays to B. 1,000 Rupees, and B. accepts them, in satisfaction of his claim on A. This payment is a dischaoge of the whole claim.

(*d.*) A. owes B., under a contract, a sum of money the amount of which has not been ascertained. A., without ascertaining the amount, gives to B., and B., in satisfaction thereof, accept the sum of 2,000 Rupees. This is a discharge of the whole debt, whatever may be its amount.

(*e.*) A. owes B. 2,000 Rupees, and is also indebt to othor creditors. A. makes an arrangement with his creditors including B., to pay them a composition of 8 annas in the rupee upon their respective demands. Payment to B. of 1,000 Rupees is a discharge ef B.'s demand.

Acceptance of new contract in substitution.

36. If a person who is entitled to claim the performance of an engagement by contract accepts a new and distinct contract by way of substitution for the existing one, the original engagement is no longer in force.

Illustrations.

(*a.*) A. owes moneo to B. under a contract. It is agreed between A., B., and C. that D. shall thenceforth accept C. as his debtor instead of A. the old debt of A. to B. is atan end, and a new debt from C. to B. has been contracted.

(*b.*) A. owes B. 10,000 Rupees. A. enters into an arrangement with B. and gives him a mortagage of A.'s estate for 5,00 Rupees in place of the debt of 10,000 Rupees This is a new contract.

(*c*) A. and B. have mercantile transaction with each other, and A. thereby becomes indebted to B. in the sum of 10,000 Rupees, for which B. holds no security. Afterwards A. executed a bond in favor of B. to secure the payment of the dum due to him. The execution of this bond does not constitute a new and distinct contract.

(*d.*) A. owes B. 1,000 Rupees under a contract; B. owes C. 1,000 Rupees. B. orders A. to pay 1,000 Rupees to C. C. does not assent to the arrangement. B. still owes C. 1,000 Rupees, and no new contract has been entered into.

Time and place for performance.

Time for performance of engagement where no time is specified, and no application to be made.

37. Where by the contract a person is to perform his engagement without application by the person with whom he made the engagement and no time for performance is specified, the engagement must be performed within a reasonable time.

Explanation.—The question, what is a reasonable time, is in each particular case a question of fact.

Time for performance of engagement where time is specified, and no application to be made.

38. When an engagement is to be performed on a certain day, and the person entering into the engagement has undertaken to perform it without application, he has the whole of that day to perform the engagement in; subject to this qualification, that the person who is to receive performance is not bound to receive it before or after the usual hours of business, or at any other place than that at which the engagement ought to be performed.

Illustration.

A. engages to deliver goods at B.'s warehouse on the 1st January. On that day A. brings the goods to B.'s warehouse, but after the usual hour for closing it, and they are not received. A. has performed his engagement.

39. When the engagement is to be performed on a certain day, and the

Application [illegible] into the [illegible] without application, it is the duty of the person in whose favour the engagement is made, to apply for performance at a proper time and place.

Explanation.—The question, what is a proper time and place, is in each particular case a question of fact.

Place for performance of engagement, where no application to be made and no place fixed.

40. Where an engagement is to be performed without application, and no place is fixed for the performance of it, the person bound by the engagement must perform it at any reasonable place which the person with whom the engagement was made may appoint.

Illustration.

A. undertakes to pay B. 1,000 Rupees on a fixed day. A. must apply to B. to appoint a reasonable place for the purpose of receiving it, and must pay it to him at such place.

Performance in manner or at time prescribed or sanctioned by person entitled to claim it.

41. The performance is valid if made in any manner or at any time which the person entitled to claim performance may have prescribed, or may have subsequently sanctioned.

Illustrations.

(*a.*) B. owes A. 2,000 Rupees. A. desires B. to pay the amount to A.'s account with C., a banker. B., who also banks with C., orders the amount to be transferred from his account to A.'s credit, and this is done by C. Afterwards, and before A. knows of this, C. fails. This is a good payment by B.

(*b.*) A. and B. are mutually indebted. A. and B. settle an account by setting off one item against another, and B. pays A. the balance found to be due from him upon such settlement. This amounts to a payment by A. and B. respectively of the sums which they owed to each other.

(*c.*) A. owes B. 2,000 Rupees. A. and B. agree that B. shall receive some of A.'s goods in reduction of the debt. The delivery of the goods operates as a part payment.

(*d.*) A. owes B. 2,000 Rupees. A. gives to B., and B. accepts a cheque for that amount drawn by A. This operates as payment, provided the cheque be duly paid.

(*e.*) A. desires B., who owes him a sum of money, to remit the amount of his debt by post. The debt is discharged as soon as B. puts into the post a letter containing the money, duly addressed to A.

Appropriation of Payments.

Where there are several distinct debts, and the debt to which payment is to be applied, is indicated.

42. Where a man owing several distinct debts to one person, makes a payment to him, either with express intimation, or under circumstances implying that the payment is to be applied to some particular debt, the payment, if accepted, must be applied accordingly.

Illustrations.

(*a.*) A. owes B. (among other debts) 1,000 Rupees upon a promissory note, which falls due on the 1st June. He owes B. no other debt of that amount. On the 1st June A. pays to B. 1,000 Rupees. The payment is to be applied to the discharge of the promissory note.

(*b.*) A. owes to B. (among other debts) the sum of 567 Rupees. B. writes to A. and demands payment of this sum. A. sends to B. 567 Rupees. This payment is to be applied to the discharge of the debt of which B. had demanded payment.

Where there are several distinct debts, and the debts to which payment is to be applied, is not indicated.

43. Where the debtor has omitted to intimate, and there are no other circumstances indicating, to which debt the payment is to be applied, the creditor is at liberty to apply it at his discretion to any lawful debt actually due and payable to him from the payer, on giving notice thereof to the payer within a reasonable time.

When neither party makes any appropriation.

44. Where neither party makes any appropriation, the payment shall be applied in discharge of the debts in order of time. If they are of equal standing, the payment shall be applied in discharge of each proportionately.

Offer of performance.

Effect of refusal to accept offer of performance.

45. Where a person who has come under an engagement to another has made him an offer of performance, and the offer has not been accepted, the person who has made such offer is not responsible for non-performance so caused, nor does he thereby lose his title to claim performance of any reciprocal engagement.

Requisites to valid offer of performance.

46. In order to constitute a valid offer of performance, the following Rules must be observed:—

1*st.*—The offer must be made at a proper time and place, and under such circumstances that the person to whom it is made may have a reasonable opportunity of ascertaining whether the thing tendered really is what it purports to be.

2*nd.*—The offer must be a tender of the whole thing which the other party to the engagement is entitled to demand.

3*rd.*—It must be unconditional.

4*th.*—An offer to one of several joint creditors has the same legal consequences as an offer to all of them.

Explanation.—Where the performance of an engagement would involve the production of a certain thing, it is not necessary to the validity of a tender that the thing should actually be

produced, if the person entitled to claim performance does not require that it should be produced.

Joint liabilities and rights.

Devolution of joint liabilities.

47. When two persons have jointly come under an engagement by contract to a third person, then, unless a contrary intention appears by the contract, the liability to perform the engagement rests, as between them and him, on those two persons during their joint lives, and after the death of either, on his representative jointly with the survivor, and after the death of the survivor, on the representatives of both jointly.

Liability of persons jointly bound.

48. As between themselves, persons, who have jointly come under an engagement are bound (unless a contrary intention appears by the contract) to bear the burden of its performance equally; and if one of them is unable to bear his share of the burden, the others must make up the deficiency by equal contributions.

Explanation.—This rule is not to prevent a surety from recovering his disbursements from the principal, or to entitle the principal to recover anything from the surety.

Illustrations.

(*a.*) A., B., and C. are under a joint engagement to pay D. the sum of 3,000 Rupees. A. is insolvent, but his assets are sufficient to pay one-half of his debts. A.'s estate pays 500) Rupees. B. and C. must pay 1,250 Rupees each.

(*b.*) A., B., and C. are under a joint engagement to pay D. 3,000 Rupees A. and B. being in fact only sureties for C. C. is unable to pay anything, and A. pays the whole. A. is entitled to receive 1,500 Rupees from B.

(*c.*) A., B., and C. are under a joint engagement to D. 3,000 Rupees, A. and B. being in fact only sure for C. C. is unable to pay; A. and B. are compelled to pay the whole sum. They are entitled to recover it from C.

Release of one joint contractor.

49. Where two persons have jointly come under an engagement by contract to a third person, a release of one of them by such third person does not discharge the other; neither does it free that one from responsibility to the other.

Devolution of joint rights.

50. When a person has come under an engagement by contract to two other persons jointly, then, unless a contrary intention appears by the contract, the right to claim performance rests (as between him and them) with them during their joint lives, and after the death of either, with his representatives jointly with the survivor, and after the death of the survivor, with the representatives of both jointly.

Illustration.

A., in consideration of 5,000 Rupees lent to him by B. and C., enters into an engagement by contract with B. and C. to repay them that sum with interest on a day specified. B. dies. The right to claim performance rests with B.'s representative jointly with C., during C.'s life and after the death of C. with the representatives of B. and C. jointly.

Power to terminate contract.

Power to terminate contract on refusal of party to perform it wholly.

51. When a party to a contract has refused to perform, or disabled himself from performing, his engagements in its entirety, the party who has entered into the reciprocal engagement may put an end to the contract, provided he has not signified, expressly or impliedly, that he acquiesed in its continuance.

Illustrations.

(*a.*) A., a singer enters into an engagement with B., the manager of a theatre, to sing at his theatre two nights in every week during the next two months, and B. engages to pay her 100 Rupees for each night's performance. On the sixth night the singer wilfully absents herself from the theatre B. is at liberty to put an end to the contract.

(*b.*) A., a singer, enters into an engagement with B., the manager of a theatre, to sing at his theatre two nights in every week, during the next two months; and B. engages to pay her at the rate of 100 Rupees for each night. On the sixth night the singer wilfully absents herself. With the assent of B. she sings on the seventh night. B. has signified his acquiescence in the continuance of the contract, and cannot now put an end to it, but is entitled to compensation for the damage sustained by him through her failure.

Compensation.

Party rightfully terminating contract, entitled to compensation.

52. A person who rightfully puts an end to an engagement, is entitled to compensation for any damage he has sustained.

Payment of sum specified to be paid in case of breach.

53. When a contract has been broken, if a sum is named in the contract itself as the amount to be paid in case of such breach, the amount so named shall be paid accordingly; but if no sum has been named in the contract itself, the party who suffers by such breach is entitled to receive from the party who has broken the contract, compensation for loss or damage caused to him thereby; Provided that it has naturally arisen in the usual course of things from such breach, or it was in the knowledge of the parties at the time when they entered into the contract that a breach would probably result in damage which ensued.

Payment of compensation.

Such compensation is not to be paid for any remote and indirect loss or damage sustained by reason of the breach.

Explanation.—In estimating the loss, the means which existed of remedying the inconvenience caused by the non-performance of the engagement, must be taken into account.

Illustrations.

(*a.*) A. enters into an engagement by contract, that in case he fails to pay B. 500 Rupees on a certain day, he shall immediately become liable to pay him 1,000 Rupees. A. fails to pay B. 500 Rupees on the day named. A. has become liable to pay B. 1,000 Rupees.

(*b.*) A. enters into an engagement by contract, that if he practices as a surgeon in the town of Z., he shall pay B. 5,000 Rupees. A. commits a breach of the engagement. The sum of 5,000 Rupees is actually payable by A. to B.

(*c.*) A. agrees to sell and deliver 50 maunds of saltpetre to B. at a certain price, to be paid on delivery. A. breaks his engagement. B. is entitled to receive from A., by way of compensation, the sum, if any, by which the contract price falls short of the price for which B. might have obtained 50 maunds of saltpetre of like quality at the time when the saltpetre ought to have been delivered.

(*d.*) A. hires B.'s ship to go to Bombay, and there takes on board on the 1st of January a cargo (which A. is to provide) and to bring it to Calcutta; the freight to be paid when earned. B.'s ship does not go to Bombay, but A. has opportunities of procuring suitable conveyance for the cargo upon terms as advantageous as those on which he had chartered the ship. A. avails himself of those opportunities, but is put to trouble and expense in doing so. A. is entitled to receive compensation from B. in respect of such trouble and expense.

(*e.*) A. agrees to sell and deliver to B. on the 1st of January, at a stated price, a certain quantity of cotton, to be paid for on delivery. Afterwards, on the 1st December, A. announces to B. that he does not intend to perform his engagement, and on the 1st of January he delivers no cotton to B. B. is entitled to receive from A., by way of

compensation, the excess, if any, of price of the like quantity of cotton on the 1st of January over the contract price.

(f.) A. agrees to sell and deliver to B. on the 1st of January a certain quantity of sugar, for which B. pays him in advance. Afterwards, on the 1st of December, A. informs B. that he does not intend to deliver the sugar, and on the 1st of January he does not deliver it. B. is entitled to receive from A. the money paid, together with current mercantile interest, and also by way of compensation, the excess, if any, of the sum for which the sugar could have been procured by him on the 1st of January, over the sum paid in advance.

(g.) A. agrees to buy of B., at a stated price, 50 maunds of rice, no time being fixed for delivery. A. afterwards intimates to B. that he will not accept the rice if tendered to him. B. is entitled to receive from A., by way of compensation, the amount, if any, by which the contract price exceeds that which B. could have obtained for the rice at the time of the refusal.

(h.) A. agrees to buy B.'s ship for 60,000 Rupees, but breaks his engagement. A. must pay to B., by way of compensation, the excess, if any, of the contract price over the price which B. can obtain for the ship at the time of the breach of engagement.

(i.) A. agrees to buy of B., at the stated price, 100 bales of jute, to be delivered on the 1st of January. Afterwards, on the 15th of December, A. gives notice to B. that he will not accept the jute; on the 1st January the jute is tendered to A., who refuses to accept it. A. must pay to B., by way of compensation, the excess, if any, of the contract price over the sum which B. could obtain for the jute on the 1st of January.

(j.) A., the owner of a boat, enters into an engagement by contract with B. to take a cargo of jute to Mirzapore, for sale, at the place, starting on a specified day. The boat does not start at the time appointed, whereby the arrival of the cargo at Mirzapore is delayed beyond the time when it would have arrived if the boat had sailed according to the contract. After that date, and before the arrival of the cargo, the price of jute falls. The measure of the compensation payable to B. by A. is the difference between the price which B. could have obtained for the cargo at Mirzapore at the time when it would have arrived if forwarded in due course, and its market price at the time when it actually arrived.

(k.) A. engages to repair B.'s house in a certain manner, and receives payment in advance. A. repairs the house, but not according to contract. B. is entitled to recover from A. the cost of making the repairs conform to the engagement.

(l.) A. agrees to let his ship to B for a year from the 1st of January next for a certain price. Freights rise, and on the 1st of January the hire obtainable for the ship is higher than the contract price. A. breaks his engagement. He must pay to B., by way of compensation, a sum equal to the difference between the contract price and the hire which could be obtained for the use of the ship on the 1st of January.

(m.) A. engaged to supply B. with a certain quantity of iron at a fixed price, being a higher price than that for which A. could procure and deliver the iron. B. wrongfully refused to receive the iron. B. must pay to A., by way of compensation the difference between the contract price of the iron and the sum for which A. could have obtained and delivered it.

(n.) A. delivers to B., a common carrier, a machine, to be conveyed, without delay, to A.'s mill, informing B. that his mill is stopped for want of the machine. B. unreasonably delays the delivery of the machine, and A. in consequence loses a profitable contract with the Government. A. is entitled to receive from B., by way of compensation, the average amount of profit which would have been made by the use of such machine during the time that delivery of it was delayed, but not to the loss sustained by not obtaining the Government contract.

(o.) A. having entered into an engagement with B. to supply B. with 1,000 tons of iron at 100 Rupees a ton, to be delivered at a stated time, enters into an agreement with C. for the purchase of a certain quantity of iron at 80 Rupees a ton, telling C. that he does so for the purpose of performing his engagement with B. C. fails to fulfil his engagement with A., who cannot procure other iron, and, in consequence, fails to fulfil his engagement with B. C. must pay to A. 20,000 Rupees, being the profit which A. would have made by the performance of his engagement.

(p.) A. entered into an engagement with B. to make and deliver to B. by a fixed day, for a specified price, a certain piece of machinery. A. did not deliver the piece of machinery at the time specified, and in consequence of this B. was obliged to procure another, at a higher price than that which he was to have paid to A., and was prevented from fulfiling an engagement under which he lay to a third person at the time of his contract with A., (but which had not been then communicated to A..) and was compelled to make compensation for breach of his engagement. A. must pay to B., by way of compensation, the difference between the contract-price of the piece of machinery and the sum paid by B. for another, but not the sum paid by A. to the third person by way of compensation.

(q.) A., a builder, undertakes to erect and finish a house by the 1st of January, in order that B. may give possession of it at that time to C., to whom B. has agreed to let it. A. is informed of the agreement between B. and C. A. builds the house so badly that before the 1st of January it falls down, and has to be rebuilt by B., who in consequence loses the rent which he was to have received from C., and is obliged to make compensation to C. for the breach of his engagement. A. must make compensation to B. for the cost of re-building the house, for the rent lost, and for the compensation made.

(r.) A. sells certain merchandise to B., warranting it to be of a particular quality, and B., in reliance upon this warranty, sells it to C. with a similar warranty. The warranties are broken, and B. becomes liable to pay C. a sum of money by way of compensation. B. is entitled to be reimbursed this sum by A.

(s.) A. engages to supply B. with a threshing machine, on the 15th of August; he is aware at the time of entering into the engagement that B. is in the habit of threshing out his wheat in the field, and sending it off at once to market. A. did not supply the machine on the 15th of August, but assured B. from day to day that it would be delivered shortly. He delivered the machine on the 11th of September. In consequence of the non-delivery of the machine, it became necessary for A. to carry the wheat home and stack it; it was injured by exposure to the weather, and had to be dried at a great expense; its quality was much deteriorated, and before it could be sold the market price of wheat had fallen. B. in consequence of these events is unable to pay a judgment debt to C., who seizes and sells his property in execution. A. must make compensation to B. in respect of the expenses of carrying, stacking, and drying the wheat, and in respect of its deterioration in quality; but not in respect of the loss sustained by B. through the fall in the market price of wheat, nor in respect of the seizure of his property.

(t.) A. has entered into an engagement by contract to pay a sum of money to B. on a day specified. A does not pay the money on the day appointed. B., in consequence of not receiving the money on that day, is unable to pay his debts, and is totally ruined. A. is not liable to make good to B. anything except the principal sum he contracted to pay, together with interest up to the day of payment.

(u.) A. engaged to deliver 50 maunds of saltpetre to B. on the 1st of January at a certain price. B. afterwards before the 1st of January agreed to sell the saltpetre to C. at a price higher than the market price of the 1st of January. A. broke his engagement. In estimating the compensation payable by A. to B. the market price of the 1st of January, and not the profit which would have arisen to B. from the sale to C. is to be taken into account.

(v.) A. engaged to sell and deliver 500 bales of cotton to B. on a fixed day. A. broke his engagement, and B. having no cotton was obliged to close his mill. A. is not responsible to B. for the loss caused to B. by the closing of his mill.

(w.) A. agreed to sell and deliver to B. on the 1st of January certain cloth which B. intended to manufacture into caps of a particular kind, for which there was no demand, except at that season. The cloth was not delivered till long after the appointed time, and too late to be used that year in making caps. A. is entitled to receive from B., by way of compensation, the difference between the contract price of the cloth and its market price at the time of delivery, but not the profits which he expected to obtain by making caps, nor the expenses which he has been put to in making preparation for the manufacture.

(x.) A., a ship-owner, agreed with B. to convey him from Calcutta to Sydney in A.'s ship, sailing on the 1st of January; and B. paid to A. by way of deposit one-half of his passage money. The ship did not sail on the 1st of January, and B. after being in consequence detained in Calcutta for some time, and thereby put to some expense, proceeded to Sydney in another vessel, and in consequence,

arriving too late in Sydney, lost a sum of money. A. is liable to repay to B. his deposit with interest, and the expense to which he was put by his detention in Calcutta, but not the sum of money which he lost by arriving in Sydney too late.

PART III.

ON CERTAIN OBLIGATIONS RESEMBLING THOSE CREATED BY CONTRACT.

Effect of one person intentionally leading another to believe in a non-existent state of things, when the other acts on such belief.

54. Where a person has, either by words spoken or written, or by his conduct, led another to believe that a certain state of things exists which does not really exist, with the intention that the other shall act upon such belief in a transaction between them, and the other accordingly acts upon such belief; the person who has caused such belief is bound to place the other in the same position as if such a state of things had existed, or in default, to make compensation to the other in respect of any loss or damage which he has incurred by acting upon such belief.

Effect of one person, by a false representation, inducing another to contract with a third party.

55. A person who, by a false representation, induces another to enter into a contract with a third party, is bound to make good the representation if he knew it to be false, or if in the due discharge of his duty he ought to have known it to be so.

Illustrations.

(*a.*) A. is trustee for B. of certain property. B. creates a charge upon the trust property, of which notice is given to A. B. afterwards enters into treaty with C. for the sale of the property. C. asks A. whether the property is incumbered or not. A. not remembering the notice, replies in the negative, and C. thereupon buys the property. A. as well as B. is responsible for the discharge of the incumbrance.

(*b.*) A. conveys his property to B. upon a secret trust for A.'s benefit and permits B. to appear as the owner of it. B. alienates the property to a person who is not aware of the trust. A. cannot dispute the alienation.

(*c.*) A. being applied to by B. for merchandise upon credit, asks C. whether B. is in good circumstances. C., knowing B. to be deeply in debt, with the intention of inducing A. to comply with B.'s wishes, replies that B. is in good circumstances. In consequence of this reply, A. lets B. have the merchandise on credit. B. becomes insolvent before the time for payment arrives. C. is liable to make good to A. the value of the merchandise.

(*d.*) C., without any particular knowledge of B.'s means speaks of him in the presence of A. as a person in good circumstances. A. in consequence lets B. have merchandise on credit. B. becomes insolvent. C. is not liable to make good to A. the value of the merchandise.

Representation as to future conduct.

56. If one person makes a deliberate statement as to his own future conduct to another, with the intent that it should be acted upon, and the other acts upon the faith of such assurance, the person who made the statement must make it good.

Illustration.

A. holding a decree against B. and knowing that B. is desirous to be married to C., assures the father of C. that he will never enforce the execution of the decree against B. C.'s father, relying on this assurance, permits the marriage to take place. A. is not entitled to enforce the execution of the decree.

Supply of necessaries to persons incapable of contracting.

57. If a person incapable of entering into a contract, or any one whom he is legally bound to support, is supplied by another person with necessaries suited to his condition in life, the person who has furnished such supplies is entitled to be reimbursed from the property of such incapable person.

Illustrations.

(*a.*) A. supplies B., a minor, with necessaries suitable to his condition in life. A. is entitled to be reimbursed from B.'s property.

(*b.*) A. supplies the wife and children of B., a lunatic, with necessaries suitable to their condition in life. A. is entitled to be reimbursed from B.'s property.

Reimbursement of person paying what another is bound to pay.

58. A person who is interested in the payment of money which another is bound by law to pay, and who therefore pays it, is entitled to be reimbursed by the other.

Illustration.

A. holds some land in Bengal as zamindar. B. holds the land on a lease granted by A. The revenue payable by A. to the Government being in arrear, his land is advertised for sale by the Government. Under the revenue law, the consequence of such sale will be the annulment of B.'s lease. B., to prevent the sale and the consequent annulment of his own lease, pays to the Government the sum due from A. A. is bound to make good to B. the amount so paid.

Effect of non-gratuitous act of which a person enjoys the benefit.

59. Where a person lawfully does anything for another person, or delivers anything to him, not intending to do so gratuitously, and the other enjoys the benefit thereof, the latter is bound to restore or to make compensation to the former in respect of the thing so done or delivered.

This rule shall apply, notwithstanding that there shall have been a larger contract between the parties, which has been put an end to by reason of a breach thereof.

Illustrations.

(*a.*) A., a tradesman, leaves goods at B.'s house by mistake. B. treats the goods as his own. He is bound to pay A. for them.

(*b.*) A. contracts with B. to deliver to him 250 maunds of rice before the 1st of May. A. delivers 130 maunds only before that day and none after. B. retains the 130 maunds after the 1st of May. He is bound to pay A. for them.

(*c.*) A., a singer, enters into an engagement with B., the manager of a theatre, to sing at his theatre for two nights in every week during the next two months, and B. engages to pay her 100 Rupees for each night's performance; on the sixth night the singer wilfully absents herself from the theatre, and B. in consequence puts an end to the engagement. B. must pay A. for the five nights on which she had sung.

Responsibility of finder of goods.

60. A person who finds goods belonging to another, and takes them into his custody, is subject to the same responsibility as a bailee.

Liability of person to whom money is paid by mistake or coercion.

61. A person to whom money has been paid by mistake or under coercion is liable to repay it.

Illustration.

A. and B. jointly owe 100 Rupees to C. A. alone pays the amount to C, and B., not knowing this fact, pays 100 Rupees over again to C. C. is bound to re-pay the amount to B.

PART IV.

SALE OF GOODS.

"Goods" defined.

62. In the following Chapter the word "goods" is used to denote every kind of moveable property.

"Sale" defined.

63. Sale is the exchange of anything which is property for a price. It involves the transference of the ownership of the thing sold from the seller to the buyer.

Sale how effected.

64. Sale is effected by offer and acceptance of ascertained goods for a price, or of a price for ascertained goods, together with payment of the price or delivery of the goods, or with tender, part payment, earnest, or part delivery, or with an agreement, express or implied, that the payment, or delivery, or both, shall be postponed.

Illustrations.

(*a.*) B. offers to buy A.'s horse for 500 Rupees. A. accepts the offer, and tells B. to take away the horse. The horse has been sold to B.

(*b.*) A. sends goods to B., with the request that he will buy them at a stated price if he approves of them, or return them if he does not approve of them. B. retains the goods, and informs A. that he approves of them. The goods have been sold to B.

(*c.*) B. offers A. for his horse 1,000 Rupees, the horse to be delivered to B. on a stated day, and the price to be paid on another stated day. A. accepts the offer. The horse has been sold to B. by offer and acceptance with an agreement to postpone delivery and payment.

(*d.*) B. offers A. for his horse 1,000 Rupees on a month's credit. A. accepts the offer. The horse has been sold to B. by offer and acceptance with an agreement to postpone the payment.

(*e.*) B., on the 1st January 1863, offers to A. for a quantity of rice 2,000 Rupees, to be paid on the 1st March following, the rice not to be taken away till paid for. A. accepts the offer. The rice has been sold to B.

Effect of agreement for sale of thing to be ascertained, made, or finished.

65. By an agreement for the sale of a thing which has yet to be ascertained, made, or finished, no ownership of any portion of that thing passes to the buyer until it is ascertained, made, or finished.

Illustration.

B. orders A., a barge-builder, to make him a barge. The price is not made payable by instalments. While the barge is building, B. pays to A. money from time to time on account of the price. The ownership of the barge does not pass to B. until it is finished.

Sale of goods which the seller is to put into state in which buyer is to take them.

66. Where by an agreement for the sale of goods the seller is to do anything to them for the purpose of putting them into a state in which the buyer is to take them, the sale is not complete until such thing has been done.

Illustrations.

(*a.*) A., a ship-builder, agrees to sell to B. for a stated price, a vessel which is lying in A.'s yard; the vessel to be rigged and fitted for a voyage, and the price to be paid on delivery. Under the agreement a sale is not effected until the vessel has been rigged, fitted up, and delivered.

(*b.*) A. contracts to build a ship for B. for a price, payable by instalments dependent on the progress of the building of the ship, and the ship is to be built under B.'s superintendence. The ownership of the materials incorporated with the ship passes to B. at the time of incorporation, as this was intended by the parties, but the materials lying in A.'s yard, though suited and intended for the ship, do not pass to B. until they are actually incorporated with the ship.

Sale of goods when seller has to do anything thereto in order to ascertain price.

67. Where anything remains to be done to the goods by the seller for the purpose of ascertaining the amount of the price, the sale is not complete until this has been done.

Illustrations.

(*a.*) A., owner of a stack of bark, agrees to sell it to B. at 100 Rupees per ton; B. agrees to take and pay for it on a certain day. Part is weighed and delivered to B.; the ownership of the residue is not transferred to B. until it has been weighed pursuant to the contract.

(*b.*) A. agrees to sell a heap of clay to B. at a certain price per ton; B. is by the agreement to load the clay in his own carts, and to weigh each load at a certain weighing machine which his carts must pass over on their way from A.'s ground to B.'s place of deposit. Here nothing more remains to be done by the seller; the sale is complete, and the ownership of the heap of clay is transferred at once.

Sale when goods are unascertained at date of agreement.

68. Where the goods are not ascertained at the time of making the agreement for sale, it is necessary to the completion of the sale that the goods shall be ascertained.

Illustration.

A. agrees to sell to B. twenty tons of oil in A.'s cistern, A.'s cisterns contain more than twenty tons of oil. B. has not acquired the ownership of any portion of the oil.

Ascertainment of goods by subsequent appropriation.

69. Where the goods are not ascertained at time of making the agreement for sale, but goods answering the description in the agreement are subsequently appropriated by one party for the purpose of the agreement, and that appropriation is assented to by the other, the goods have been ascertained, and the sale is complete.

Illustration.

A. having a quantity of sugar in bulk, more than sufficient to fill 20 hogsheads, agrees to sell B. 20 hogsheads of it. After the agreement, A. fills 20 hogsheads with the sugar, and gives notice to B. that the hogsheads are ready, and requires him to take them away. B. says he will take them as soon as he can. By this appropriation by A. and assent by B. this ownership passes to B.

Ascertainment of goods by seller's selection.

70. Where the goods are not ascertained at the time of making the agreement for sale, and by the terms of the agree A. the seller is to do an act with reference On goods which cannot be done until the B. and priated to the buyer, the seller h immediately select any goods answering to the goods of A. at by his doing so the goods are n transit. C., a carrier ap-

Illustra una, and are placed rehouse for B. The B. agrees with A. to purcha to be paid on a fixed day, 100 maunds larger quantity in A.'s granary. It is agreed that B. shall send sacks for the rice, and that A. shall put the rice into them. B. does so, and A. puts 50 maunds of rice into the sacks. The goods have been ascertained.

Agreement for sale of immoveable and moveable property combined.

71. Where an agreement is made for the sale of immoveable and moveable property combined, the ownership of the moveable property does not pass before the transference of the immoveable property.

Illustration.

A. agrees with B. for the sale of a house and furniture. The ownership of the furniture does not pass to B. until the house is conveyed to B.

Sale of several lots by auction.

72. Where goods are sold by auction, there is a distinct and separate sale of the goods in each lot, by which the ownership thereof is transferred as each lot is knocked down.

Buyer's risk.

73. A buyer to whom the ownership of the goods sold has passed, is liable to bear any loss arising from the destruction or injury of the goods.

Illustration.

B. offers and A. accepts 100 Rupees for a stack of firewood standing on A.'s premises, the firewood to be allowed to remain on A.'s premises till a certain day, and not to be taken away till paid for. Before payment, and while the firewood is on A.'s premises, it is accidentally destroyed fire. B. must bear the loss.

Agreement for sale may be oral or written.

74. A valid agreement for the sale of goods may be made either by word of mouth or by writing.

75. The ownership of goods may be acquired by buying them from any person who is in possession of them: Provided that the buyer acts in good faith, and under circumstances which are not such as to raise a reasonable presumption that the person in possession has no right to sell them.

Acquisition of ownership of goods by purchase from their possessor.

Illustrations.

(*a.*) A. steals a cow from B. and sells it at a cattle-market to C., a purchaser, in good faith. A. is afterwards convicted of the theft. B. cannot recover the cow from C.

(*b.*) A., a person whose rank and occupation are not such as to account for his having plate in his possession, sells a piece of plate to B without giving a satisfactory explanation of the manner in which he had become possessed of it. The plate had, in fact, been stolen from C. C., on proof of the theft, can recover the plate from B.

(*c.*) A., a commercial agent, to whom goods have been consigned with instructions not to sell them without reference to the consignor, sells them to B., who has no ground for a reasonable presumption that A. has no right to sell them. The consignor cannot disturb the sale.

(*d.*) A., a commercial agent, to whom goods have been consigned with instructions not to sell them without reference to the consignor, sells them, without such reference, to B. who is acquainted with the instructions given to A. The sale is void as against the consignor.

76. The ownership of goods may be acquired by buying them from any person who is in possession of a bill of lading, dock-warrant, warehouse keeper's [illegible]cate, wharfinger's certificate, or warrant or [illegible]r delivery, or any other documentary title [illegible]ls: Provided that the buyer acts in [illegible]d under circumstances which are [illegible]ise a reasonable presumption that [illegible]ssion of the document has no

Acquisition by purchase from possessor of documentary title.

[illegible]*stration.*

[illegible]h he has the bill of lading, [illegible] or [illegible]ut for delivery of the good [illegible] b[illegible] of lading is made out [illegible]delivery of the good to C., and it has not been indorsed by C. The sale is not valid.

77. Under an agreement for the sale of goods not yet in existence, the ownership of the goods may be transferred by acts which, after the goods are produced, are done in pursuance of the agreement by the seller, or by the buyer with the seller's assent.

Transfer of ownership of goods agreed to be sold while non-existent.

Illustrations.

(*a.*) A. agrees to sell to B. for a stated price all the indigo which shall be produced at A.'s factory during the ensuing year. A., when the indigo has been manufactured, gives to B. an acknowledgment that he holds the indigo at his disposal. The ownership of the indigo vests in B. from the date of the acknowledgment.

(*b.*) A. for a stated price agrees that B. may take and sell any crops that shall be grown on his land in succession to the crops then standing. Under this agreement B., with the assent of A., takes possession of some crops growing in succession to the crops standing at the time of the agreement. The ownership of the crops when taken vests in B.

(*c.*) A. for a stated price agrees that B. may take and sell any crops that shall be grown on his land in succession to the crops then standing. Under this agreement B. applies to A. for possession of some crops grown in succession to the crops which were standing at the time of the agreement. A. refuses to give possession. The ownership of the crops does not pass to B.

78. An agreement for the sale of goods to be delivered at a future day is binding, though the goods are not in the possession of the seller at the time of making the agreement, and though at that time he has no reasonable expectation of acquiring them otherwise than by purchase.

Contract to sell and deliver at a future day goods not in seller's possession at date of contract.

Illustration.

A. agrees on the 1st January to sell B. 50 shares in the East Indian Railway Company to be delivered and paid for on the 1st March of the same year. A., at the time of making the agreement, is not in possession of any shares. The agreement is valid.

79. Where there has been a sale, or an agreement to sell, and the amount of the price has not been fixed, it shall be determined by the consideration of what is just and reasonable.

Determination of unfixed price.

Illustration.

B. living at Patna, orders of A., a coach-builder at Calcutta, a carriage of a particular description. Nothing is said by either as to the price. The order having been executed, and the price being in dispute between the buyer and the seller, the amount of it must be determined by the consideration of what is just and reasonable.

Delivery.

80. Delivery of goods sold may be made by doing anything which has the effect of putting them in the possession of the buyer, or of any person authorized to hold them on his behalf.

Delivery how made.

Illustrations.

(*a.*) A. sells to B. a horse, and causes or permits it to be removed from A.'s stables to B.'s. This is a delivery.

(*b.*) B. in England orders 100 bales of cotton from A., a merchant of Bombay, and sends his own ship to Bombay for the cotton. The putting the cotton on board the ship is a delivery to B.

(*c.*) A. sells to B. certain specific goods which are locked up in a godown. A. gives B. the key of the godown in order that he may get the goods. This is a delivery.

(*d.*) A. sells to B. five specific casks of oil. The oil is in the warehouse of A. B. sells the five casks to C. A. receives warehouse rent for them from C. This amounts to a delivery of the oil to C., as it shows an assent on the part of A. to hold the goods as warehouseman of C.

(*e.*) A. sells to B. 50 maunds of rice in the possession of C., a warehouseman. A. gives B. an order to C. to transfer the rice to B., and C. assents to such order, and transfers the rice in his books to B. This is a delivery.

(*f.*) A. agrees to sell B. five tons of oil at 1,000 Rupees per ton, to be paid for at the time of delivery. A. gives to C., a wharfinger, at whose wharf he had 20 tons of the oil, an order to transfer five of them into the name of B. C. makes the transfer in his books, and gives A.'s clerk a notice of the transfer for B. A.'s clerk takes the transfer-notice to B., and offers to give it him on payment of the bill. B. refuses to pay. There has been no delivery to B., as B. never assented to make C. his agent to hold for him the five tons selected by A.

81. A delivery to a wharfinger or carrier of the goods sold, which do not reach the buyer, does not render the buyer liable for the price, unless the delivery is so made as to enable him to hold the wharfinger or carrier responsible for the safe delivery of the goods.

Effect of delivery to wharfinger or carrier.

Illustration.

B., at Agra, orders of A., who lives at Calcutta, three casks of oil to be sent to him by railway. A. takes three casks of oil directed to B. to the railway station, and leaves them there without conforming to the rules which must be complied with in order to render the railway company responsible for their safety. This is not a sufficient delivery to charge B. in a suit for the price, if the goods are not delivered to the buyer.

82. A delivery of part of the goods in progress of the delivery of the whole has the same legal effect as a delivery of the whole; but a delivery of part of the goods with an intention of severing it from the whole, does not operate as a delivery of the remainder.

Effect of part-delivery.

Illustrations.

(*a.*) A ship arrives in a harbour laden with a cargo consigned to A., the buyer of the cargo. The captain begins to discharge it, and delivers over part of the goods to A. in progress of the delivery of the whole. This is a delivery of the cargo to A.

(*b.*) A. sells to B. a stack of fire-wood, to be paid for by bill on delivery. After the sale, B. applies for and obtains from A. leave to take away some of the fire-wood. This has not the legal effect of delivery of the whole.

(*c.*) A. sells 50 maunds of rice to B. The rice remains in A.'s warehouse. After the sale, B. sells to C. 10 maunds of the rice, and A., at B.'s desire, sends the 10 maunds to C. This has not the legal effect of a delivery of the whole.

Seller not bound to deliver until buyer applies for possession.

83. In the absence of any special agreement, the seller of goods is not bound to deliver them until the buyer applies for possession.

Place of delivery.

84. In the absence of any agreement as to delivery, goods sold are to be delivered at the place at which they are at the time of the sale, and goods agreed to be sold are to be delivered at the place at which they are at the time of the agreement for sale, or, if not then in existence, at the place at which they are produced.

Seller's lien.

Seller's lien.

85. Unless a contrary intention appears by the agreement, a seller has a lien on sold goods as long as they remain in his possession, and the price or any part of it remains unpaid.

Lien where payment to be made at a future day, but no time fixed for delivery.

Insolvency defined.

86. Where by the agreement the payment is to be made at a future day, but no time is fixed for the delivery of the goods, the seller has no lien, and the buyer is entitled to a present delivery of the goods without payment. But if the buyer becomes insolvent before delivery of the goods, the seller may retain the goods for the price.

Explanation.—A person is insolvent who has ceased to pay his debts in the usual course of business, or who is incapable of paying them.

Illustration.

A. sells to B. a quantity of sugar in A.'s warehouse. Payment is agreed to be made by a bill of exchange at three months. B. gives A. the bill of exchange, but allows the sugar to remain in A.'s warehouse. Before the bill falls due B. stops payment. A. may retain the goods for the price.

Where payment to be made at future day, and buyer allows goods to remain in seller's possession.

87. Where by the agreement the payment is to be made at a future day, and the buyer allows the goods to remain in the possession of the seller until that day, and does not then pay for them, the seller may retain the goods for the price.

Illustration.

A. sells to B. a quantity of sugar in A.'s warehouse. Payment is agreed to be made by a bill of exchange at three months. B. gives the bill of exchange, but allows the sugar to remain in the warehouse. The bill is dishonoured. A. may retain the goods for the price.

Seller's lien against subsequent buyer.

88. A seller in possession of goods sold may retain them for the price against any subsequent buyer, unless the seller has recognized the title of the subsequent buyer.

Illustrations.

(*a.*) A. sells to B. at three months' credit a chest of tea then in the custody of X., a wharfinger. A. gives B. a delivery order for the tea, and before the expiration for the credit, B. resells the tea to C. for cash, and transfers to him the delivery order. B. stops payment before C. obtains possession under the order. A may countermand the order to X., and retain the goods against C.

(*b.*) A. sells to B. a cargo of sugar then in the warehouse of A. B., according to the terms of the sale, gives A. his acceptance at three months for the price of the sugar. B. sells the sugar to C. for cash, and gives C. an order addressed to A., requesting him to deliver the sugar to C. A. assents to the delivery order and agrees to hold for C. Afterwards B. becomes insolvent, and his acceptance is dishonoured. A. cannot retain the goods against C.

Stoppage in Transit.

Power to stop in transit.

89. A seller who has parted with the possession of the goods, and has not received the whole price, may, in the event of the buyer becoming insolvent, stop the goods while they are in transit to the buyer.

When goods are to be deemed in transit.

90. Goods are to be deemed in transit while they are in the possession of the carrier or lodged at any place in the course of transmission to the buyer, and are not yet come into the possession of the buyer, or any person on his behalf, otherwise than as being in possession of the carrier, or as being so lodged.

Illustrations.

(*a.*) B., living at Madras, orders goods of A. at Patna, and directs that they shall be sent to Madras. The goods are sent to Calcutta, and there delivered to C. a wharfingar, to be forwarded to Madras. The goods, while they are in the possession of C., are is transit.

(*b.*) B. at Delhi orders goods of A. at Calcutta. A. consigns and forwards the goods to B. at Delhi. On arrival there, they are taken to the warehouse of B. and left there. B. refuses to receive them, and immediately afterwards stops payment. The goods are in transit.

(*c.*) B., who lives at Puna, orders goods of A. at Bombay. A. sends them to Puna by C., a carrier appointed by B. The goods arrive at Puna, and are placed by C., at B.'s request, in C.'s warehouse for B. The goods are no longer in transit.

(*d.*) B., a merchant of London, orders 100 bales of cotton of A., a merchant at Bombay. B. sends his own ship to Bombay for the cotton. The transit is at an end when the cotton is delivered on board the ship.

Continuance of right of stoppage.

91. The right of stoppage does not cease on the buyer's re-selling the goods while in transit, and receiving the price; but continues until the goods have been delivered to the second buyer, or to some person on his behalf.

Cessation of right on assignment of bill of lading.

92. The right of stoppage ceases, if the buyer, while the goods are in transit, assigns a bill of lading in respect of them to a second buyer in good faith for valuable consideration.

Illustrations.

(*a.*) A. sells and consigns certain goods to B. A. being still unpaid, B. becomes insolvent, and while the goods are in transit assigns the bill of lading for cash to C., who is not aware of his insolvency. A. cannot stop the goods in transit.

(*b.*) A. sells and consigns certain goods to B. A. being still unpaid, B. becomes insolvent, and while the goods are still in transit assigns the bill of lading for cash to C., who knows that B. is insolvent. The assignment not being in good faith, A. may still stop the goods in transit.

Cessation of right on fulfilment of condition.

93. Where a bill of lading is not negotiable until a certain condition has been fulfilled, the right of stoppage does not cease until such condition has been fulfilled.

Illustration.

A. sells and despatches goods to B. and sends him a letter enclosing the bill of lading, and directing him not to part with it until he has accepted certain bills of exchange which A. has drawn against the consignment. B., without accepting the bills of exchange, assigns the

bill of lading to a buyer in good faith for a valuable onsideration. A.'s right of stoppage does not cease upon such assignment.

Stoppage on payment to pledgee of amount of claim.

94. Where a bill of lading is assigned by the buyer by way of pledge to secure an advance which has been made upon it in good faith, the seller may, on payment or tender to the pledgee of the amount of his claim, stop the goods in transit.

Illustrations.

(*a.*) A. sells and consigns goods to B. of the value of 12,000 Rupees. B. assigns the bill of lading for those goods to C. to secure a specific advance of 5,000 Rupees made to him upon the bill of lading by C. B. becomes insolvent, being indebted to C. to the amount of 9,000 Rupees. A. is entitled to stop the goods on payment or tender to C. of 5,000 Rupees.

(*b.*) A. sells and consigns goods to B. of the value of 12,000 Rupees. B. assigns the bill of lading for those goods to C. to secure the sum of 5,000 Rupees due from him to C. upon a general balance of account. B. becomes insolvent. A. is entitled to stop the goods in transit for the whole sum due to him.

Stoppage how effected.

95. Stoppage in transit may be effected by the seller either by taking actual possession of the goods, or by giving notice of his claim to the carrier or other depositary in whose possession they are.

Notice of seller's claim.

96. The notice may be given either to the person who has the immediate possession of the goods, or to the principal whose servant has the possession. In the latter case, it must be given at such a time, and under such circumstances, that the principal, by the exercise of reasonable diligence, may communicate it to his servant in time to prevent a delivery to the buyer.

Right of seller on stoppage.

97. Stoppage in transit entitles the seller to hold the goods stopped until the price of the whole of the goods sold is paid.

Illustration.

A. sells to B. 100 bales of cotton ; 60 bales having come into B.'s possession, and 40 being still in transit, B. becomes insolvent, and A. being still unpaid, stops the 40 bales in transit. A. is entitled to hold the 40 bales until the price of the 100 bales is paid.

Re-sale.

Re-sale on buyer's failure to perform.

98. Where the buyer fails to perform his part of the agreement either by not taking the goods sold to him or by not paying for them, the seller may re-sell them within a reasonable time after giving notice to the buyer of his intention to do so ; and the buyer must bear any loss, but is not entitled to any profit which may occur on the re-sale.

Warranty of Title.

Seller's responsibility for badness of title.

99. If the buyer, or any person claiming under him, is by reason of the invalidity of the seller's title deprived of the thing sold, the seller is responsible to the buyer for loss thereby caused, unless a contrary intention appears by the agreement.

Implied warranty of goodness or quality.

100. An implied warranty of goodness or quality may be established by the custom of any particular trade.

Warranty of soundness on sale of provisions.

101. On the sale of provisions there is an implied warranty that they are sound.

Warranty on sale of goods by sample.

102. On the sale of goods by sample there is an implied warranty that the bulk is equal in quality to the sample.

Warranty on sale of goods sold as being of a certain denomination.

103. Where goods are sold as being of a certain denomination, there is an implied warranty that they are such goods as are commercially known by that denomination, although the buyer may have bought them by sample or after inspection of the bulk.

Illustrations.

(*a.*) A., at Calcutta, sells to B. 12 bags of "waste silk," then on its way from Moorshedabad to Calcutta. There is an implied warranty by A. that the silk shall be such as is known in the market under the denomination of "waste silk."

(*b.*) A. sells parcels of "linseed oil" by sample to B. There is an implied warranty by A. that the article sold is such as is known in the market as "linseed oil ;" and if he delivers an article which, though equal to sample, is not such as is known in the market as linseed oil, there is a breach of the implied warranty.

(*c.*) A. sells to B. 40 casks of "oxalic acid," B. having before the sale seen the bulk of the acid, and inspected samples of it. The acid proves to be so adulterated as not to be the article known in commerce as "oxalic acid." There is here a breach of an implied warranty.

(*d.*) A., in London, where inland bills of exchange do, and foreign bills of exchange do not by law require a stamp, sells to B. a bill of exchange unstamped and purporting to be a foreign bill. There is an implied warranty by A. that the bill is a foreign bill, and if it turns out that the bill is not a foreign but an inland bill, there is a breach of that implied warranty.

Warranty where goods ordered for a specified purpose.

104. Where goods have been ordered for a specified purpose, for which goods of the denomination employed in the order are usually sold, there is an implied warranty by the seller that the goods supplied are fit for that purpose.

Illustration.

B. orders of A., a copper manufacturer, copper for sheathing a vessel. A. on this order supplies copper. There is an implied warranty that the copper is fit for sheathing a vessel.

Sale of article of a well-known ascertained kind.

105. Upon the sale of an article of a well-known ascertained kind there is no implied warranty of its fitness for any particular purpose.

Illustration.

B. writes to A., the owner of a patent invention for cleaning cotton, "Send me your patent cotton-cleaning machine to clean the cotton at my factory." A. sends the machine according to order. There is an implied warranty by A. that it is the article known as A.'s patent cotton-cleaning machine, but none that it is fit for the particular purpose of cleaning the cotton at B.'s factory.

Non-responsibility for latent defects.

106. In the absence of fraud and of any express warranty of quality, the seller of an article which answers the description under which it was sold, is not responsible for a latent defect in it.

Illustration.

A. in good faith, sells and delivers to B. scrip certificates of shares in a certain railway company. Afterwards the scrip is repudiated on the ground that it had been issued without authority. A. is not responsible for loss sustained by B. in consequence.

Buyer's right on breach of warranty.

107. Where a specific article has been sold with a warranty and the warranty is broken, the sale is not thereby rendered voidable, but the buyer is entitled to compensation from the seller for loss caused by the breach of warranty.

Illustration.

A. sells to B. a horse, warranted sound. The horse proves to have been unsound at the time of sale. B. is entitled to compensation from A. for loss caused by the unsoundness.

Rejection or return of goods sold with warranty.

108. Where there has been an agreement for the sale of goods with a warranty, and the warranty is broken, the buyer may reject the goods on their being tendered to him, or may return them after the lapse of not more than a reasonable time for ascertaining the breach of warranty: Provided that beyond keeping them such time and examining or trying them he does not exercise any act of ownership over them; or he may retain them; And whichever course he follows, he is entitled to compensation from the seller for loss caused by the breach of warranty.

Illustrations.

(*a.*) A. agrees to sell to B. 200 bales of cotton by sample. Cotton not in accordance with sample is delivered to B. He may return it if he has not kept it longer than a reasonable time for the purpose of examination.

(*b.*) B. agrees to buy of A. 25 sacks of flour by sample. The flour is delivered to B. who pays the price. B., upon examination, finds it not equal to sample, and complains of this to A. B. afterwards uses two sacks, and sells one. He cannot now repudiate the contract and recover the price, but he is entitled to compensation from A. for any loss caused by the breach of warranty.

Refusal to accept.

Refusal to accept when goods not ordered are sent.

109. When the seller sends goods not ordered with goods ordered, the buyer may refuse to accept any of the goods so sent, if there is risk or trouble in separating the goods ordered from the goods not ordered.

Illustration.

A. orders of B. specific articles of china. B. sends these articles to A. in a hamper with other articles of china, which had not been ordered. A. may refuse to accept any of the goods sent.

Effect of wrongful refusal to accept.

110. If a buyer wrongfully refuses to accept the goods sold to him, this amounts to a breach of the contract of sale.

Rescission in default of payment.

Rescission on failure to pay price at time fixed.

111. The seller of goods is not entitled to rescind the agreement on the buyer's failing to pay the price at the time fixed, unless it was stipulated by the agreement that he should be so entitled.

Auction.

Puffers at auction.

112. If at a sale by auction the seller makes use of pretended bidding to raise the price, the sale is voidable at the option of the buyer.

PART V.

Of Indemnity and Guarantee.

Indemnity defined.

113. A person can bind himself to save another person from eventual loss.

The security thus afforded is called indemnity when the loss guarded against is that which may be consequent upon the conduct of some person.

Illustrations.

(*a.*) A. gives B. a letter of indemnity against the consequences of any proceedings which C. may take against B. in respect of a certain sum of 200 Rupees. Here A. binds himself by an express engagement to save B. from consequent loss if C. shall act as contemplated.

(b.) B. accepts a bill of exchange, at A.'s request, for the accommodation of A. A. does not provide for the bill at maturity, and B. is compelled to pay it. A. is liable to B. for the amount of the bill. Here A. binds himself by an implied engagement to indemnify B. against loss consequent on a failure on A.'s part to provide for payment of the bill when due.

Agent's indemnity against consequences of lawful acts.

114. The employer of an agent is bound to indemnify him against the consequences of all lawful acts done by him in exercise of the authority conferred upon him.

Illustrations.

(*a.*) B., a stockbroker at London, and member of the Stock Exchange, at the request of A., buys for him 24 shares in a bank, "to be paid for on settlement day." Before the settlement day arrives, the bank stops payment, and A. repudiates the transaction, and tells B. not to pay the price. By the rules of the Stock Exchange, however, B. is compelled to pay the price on the settlement day. A. is liable to B. for the price on an implied agreement to indemnify.

(*b.*) B., at Singapore, under instructions from A. of Calcutta, contracts with C. to deliver certain goods to him. A. does not send the goods to B., and C. sues B. for breach of contract. B. informs A. of the suit, and A. authorizes him to defend the suit. B. defends the suit, and is compelled to pay damages and costs, and incurs expenses. A. is liable to B. for such damages, costs, and expenses.

(*c.*) B., a broker at Calcutta, by the orders of A., a merchant there, contracts with C. for the purchase of 10 casks of oil for A. Afterwards A. refuses to receive the oil, and C. sues B. B. informs A., who repudiates the contract altogether. B. defends, but unsuccessfully, and has to pay damages and costs and incurs expenses. A. is liable to B. for such damages, costs, and expenses.

Agent's indemnity against consequences of acts done in good faith.

115. Where one person employs another to do an act, and the agent does the act in good faith, the employer is liable to indemnify the agent against the consequences of that act, though it cause an injury to the rights of third persons.

Illustrations.

(*a.*) A., a decree-holder and entitled to execution of B.'s goods, requires the nazir to seize certain goods, representing them to be the goods of B. The nazir seizes the goods, and is sued by C., the true owner of the goods. A. is liable to indemnify the nazir for the sum he is compelled to pay to C., in consequence of obeying A.'s directions.

(*b.*) B., an auctioneer, at request of A., sells goods in the possession of A., but which A. had no right to dispose of. B does not know this, and hands over the proceeds of the sale to A. Afterwards C., the true owner of the goods, sues B. and recovers the value of the goods and costs. A. is liable to indemnify B. for what he has been compelled to pay to C., and for B.'s own expenses.

(*c.*) A. employs B. to make a quantity of fire-bricks with a trademark, which A. knows, but B. does not, to be the trademark of C. B. makes and marks the bricks as ordered. C. obtains an injunction against B. A. is liable to pay B. the amount of his expenses.

Non-liability of employer of agent to do a criminal act.

116. Where one person employs another to do an act which is criminal, the employer is not liable to the agent, either upon an express or an implied promise, to indemnify him against the consequences of that act.

Illustrations.

(*a.*) A. employs B. to beat C., and agrees to indemnify him against all consequences of the act. B. thereupon beats C., and has to pay damages to C. for so doing. A. is not liable to indemnify B. for those damages.

(*b.*) B., the proprietor of a newspaper, publishes, at A.'s request, a libel upon C. in the paper, and A. agrees to indemnify B. against the consequences of the publication, and all costs and damages of any action in respect thereof. B. is sued by C. and has to pay damages, and also incurs expenses. A. is not liable to B. upon the indemnity.

Rights and liabilities of indemnity-holder when sued.

117. Where a person holds an indemnity and a suit is brought against him in respect of matters comprised in the indemnity, it is his duty to give notice to the person who is bound to indemnify him; and if that person does not authorize him to defend the suit, he is at liberty to compromise it.

Whether he defends the suit under such authority as aforesaid, or in the absence of such authority compromises it, he is entitled to receive from the person bound to indemnify him, the damages and costs which he has been compelled to pay.

If he defends the suit without such authority, he is entitled to receive from the person bound to indemnify him the amount he has been compelled to pay, exclusive of any expenses caused by his having defended the suit; unless in defending it he has acted as a prudent man holding no indemnity would have acted in his own case.

Illustrations.

(*a.*) B. at the request of A., accepts a bill of exchange for the accommodation of A. C., the holder of the bill, sues B. upon it. B. has clearly no defence, but, without the authority of A., he defends the suit, and has to pay costs as well as the amount of the bill. B. can only recover from A. the amount of the bill, upon A.'s implied promise to indemnify.

(*b*) C., who holds a lease from W. of certain houses, assigns the lease to B., who agrees to indemnify and save harmless C. from all damages and expenses in respect of the breach of any of the convenants therein. B. re-assigns the lease to A., who gives a like indemnity to B. A. commits a breach of a covenant to repair. W. sues C. and recovers 2,000 Rupees, and C. has to pay, in addition, 800 Rupees as costs and expenses. C. sues B., who defends the suit unsuccessfully, and has to pay to C. the 2,800 Rupees, and also incurs costs and expenses in the defence. A. is only liable to B. for 2,800 Rupees and not for the costs and expenses, as the amount of liability was ascertained by the suit of W. against C., and B. ought to have paid that amount at once to C. on demand.

Definitions of 'guarantee,' 'surety,' 'principal debtor,' and 'creditor.'

118. An engagement to fulfil the liability of a third person in case of his default is called a guarantee when founded on sufficient consideration. The person who gives the guarantee is called the surety, the person primarily liable is called the principal debtor, and the person to whom the guarantee is given is called the creditor. A guarantee may be either oral or written.

Consideration for guarantee.

119. Anything which is done or agreed to be done for the benefit of the principal debtor, and which is an inducement to the surety to give the guarantee, may be sufficient consideration.

Illustrations.

(*a.*) B. requests A. to sell and deliver to him goods on credit. A agrees to do so, provided C. will guarantee the payment of the price of the goods. C. agrees to guarantee the payment of the goods to be supplied. This is a good guarantee.

(*b.*) A. sells and delivers goods to B. C. afterwards requests A. to forbear to sue B. for the debt for a year, and promises that if he does so, C. will pay for them in default of payment by B. A. agrees to forbear as requested. There is here a sufficient consideration to sustain C.'s guarantee.

(*c.*) A. sells and delivers goods to B. C. afterwards promises A. to pay for them in default of B. This is not a guarantee, as there is no consideration to support it.

When offer constitutes a guarantee.

120. An offer to guarantee does not constitute a guarantee, until it is accepted by the person to whom it is made, and the acceptance is notified to the offerer.

Surety's liability.

121. The liability of the surety is co-extensive with that of the principal debtor.

Illustration.

A. guarantees to B. the payment of a bill of exchange by C., the acceptor. The bill is dishonoured by C. A. is liable, not only for the amount of the bill, but also for any interest which may have become due on it.

Continuing guarantee.

122. A guarantee may extend to a series of transactions, in which case it is called a continuing guarantee.

Illustrations.

(*a.*) A., in consideration that B. will employ C. in collecting the rents of B.'s zemindary, promises B. to be responsible to the amount of 5,000 Rupees. for the due collection and payment by C. of those rents. This is a continuing guarantee.

(*b.*) A. promises B., a tea-dealer, to be responsible to the amount of £100. for any tea he may supply to C. B. supplies C. with tea to above the value of £100, and C. pays B. for the same. Afterwards B. supplies C. with tea to the value of £200. C. fails to pay. The guarantee given by A. was a continuing guarantee, and he is accordingly liable to B. to the extent of £100.

(*c.*) A. agrees with B. to be answerable to him for the price of five sacks of flour to be delivered by B. to C. payable in one month. B. delivers five sacks to C. A. pays for them. Afterwards B. delivers four sacks to C., which C. does not pay for. The guarantee given by A. was not a continuing guarantee, and accordingly he is not liable for the price of the four sacks.

Revocation of continuing guarantee.

123. A continuing guarantee may be at any time revoked by the surety as to future transactions, by notice to the creditor.

Illustrations.

(*a.*) A., in consideration of B.'s discounting, at A.'s request, bills of exchange for C., guarantees to B. for 12 months the due payment of all such bills to the extent of 5,000 Rupees. B. discounts bills for C. to the extent of of 2,000 Rupees. Afterwards, at the end of three months, A. revokes the guarantee. This revocation discharges A. from all liability to B. for any subsequent discount. But A. is liable to B. for the 2,000 Rupees, on default of C.

(*b.*) A. guarantees to B., to the extent of 10,000 Rupees, that C. shall pay all the bills that B. shall draw upon him. B. draws upon C. C. accepts the bill. A gives notice of revocation. C. dishonours the bill at maturity. A is liable upon his guarantee.

Revocation of continuing guarantee by surety's death.

124. The death of the surety operates as a revocation of a continuing guarantee, so far as regards future transactions, in the absence of any agreement to the contrary.

Liability of two persons primarily liable, not affected by a private arrangement as to suretyship.

125. Where, upon the face of the agreement, two persons are primarily liable to a third person, that liability is not affected so far as regards the third person by an arrangement between the two, that one of them shall be liable only upon the default of the other, even although such arrangement may have been known to the third person, unless he was a party to the arrangement.

Illustration.

A. and B. make a joint and several promissory note to C. A. makes it, in fact, as surety for B., and C. knows this at the time when the note is made. In a suit by C. against A. upon the note, the fact that A. made it as surety for B. and C. knew it, is no answer to the suit.

Discharge of surety by variance in terms of agreement.

126. Any variance made without the surety's consent, in the terms of the original agreement, discharges the surety as to future transactions.

Illustrations.

(*a.*) A. becomes surety to C. for B.'s conduct as a manager in C.'s bank. Afterwards B. and C. agree, without A.'s consent, that B.'s salary shall be raised, and that he shall become liable to one-fourth of the losses on discounts. B. allows a customer to overdraw, and the bank loses a sum of money. A. is discharged from his suretyship by the variance made without his consent, and is not liable to make good this loss.

(*b.*) A guarantees C. against the misconduct of B. in an office to which he is appointed by C., and of which the duties are defined by an Act of the Legislature. By a

subsequent Act, the nature of the office is materially altered. Afterwards, B. misconducts himself. A. is discharged from future liability under his guarantee by the change, though the misconduct of B. is in respect of a duty not affected by the later Act.

(*c.*) C. agrees to appoint B. as his clerk to sell coals at a yearly salary of £100, upon A.'s becoming surety to C. for B.'s duly accounting for monies received by him as such clerk. Afterwards, without A.'s knowledge or consent, C. and B. agree that B. should be paid by a commission of 6*d.* per ton on the coal sold by him instead of by the fixed salary. A. is not liable for subsequent misconduct of B.

(*d.*) A. gives to C. a continuing guarantee to the extent of 3,000 Rupees for any oil supplied by C. to B. on credit. Afterwards B. becomes embarrassed, and, without the knowledge of A., B. and C. agree that C. should continue to supply B. with oil for ready money, and that the payments should be applied to the then existing debts between B. and C. A. is not liable on his guarantee for any goods supplied after this new arrangement.

(*e.*) A., as surety for B., gives to C. a promissory note for 5,000 Rupees upon an agreement that the 5,000 Rupees should be paid by C. to B. "by draft at three months' date." C. without A.'s knowledge, pays the 5,000 Rupees to B. at once instead of giving a draft. A. is discharged from liability, as the agreement has been varied, and C. might sue B. for the money before the expiration of three months.

Discharge of surety by release or discharge of principal debtor.

127. The surety is discharged by any agreement between the creditor and the principal debtor, by which the principal is released, or by any act or omission of the creditor, the legal consequence of which is the discharge of the principal debtor.

Illustrations.

(*a.*) A. gives a guarantee to C. for goods to be supplied by C. to B. C. supplies goods to B., and afterwards B. becomes embarrassed, and agrees with his creditors (including C.) to assign to them his property in consideration of their releasing him from their demands. Here B. is released from his debt by agreement with C., and A. is discharged from his suretyship.

(*b.*) A. agrees with B. to grow a crop of indigo on A.'s land, and to deliver it to B. at a fixed rate, and C. guarantees A.'s performance of this agreement. B. diverts a stream of water which is necessary for the irrigation of A.'s land, and thereby prevents him from raising the indigo. C. is no longer liable on his guarantee.

(*c.*) A agrees with B. for a fixed price to build a house for B. within a stipulated time, B. supplying the necessary timber. C. guarantees A.'s performance of the contract. B. omits to supply the timber. C. is discharged from his suretyship.

Discharge of surety when creditor compounds with, gives time to, or agrees not to sue principal debtor.

128. An agreement between the creditor and the principal debtor, by which the creditor makes a composition with, or agrees to give time to, or not to sue, the principal debtor, discharges the surety.

Illustrations.

(*a.*) C., the holder of an overdue bill of exchange drawn by A. as surety for B., and accepted by B., binds himself by a valid agreement with B. to give time to B., A. not assenting to the agreement. A. is discharged from liability on the bill.

(*b.*) C., to whom B. owes a debt guaranteed by A., binds himself by agreement with B. not to sue B., and to accept four annas in the rupee in respect of B.'s debts. A. assents to the arrangement. A. is not discharged, and is liable to C. for the whole debt.

Agreement to give time to principal debtor made with a third person.

129. Where an agreement to give time to the principal debtor is made by the creditor with a third person, and not with the principal debtor, the surety is not discharged.

Illustration.

C., the holder of an overdue bill of exchange, drawn by A. as surety for B., and accepted by B., binds himself by a valid agreement with M. to give time to B. A. has no knowledge of this agreement. A. is not discharged.

Creditor's forbearance to sue.

130. Mere forbearance on the part of the creditor to sue the principal debtor, or to enforce any other remedy against him, does not, in the absence of any provision in the guarantee to the contrary, discharge the surety.

Illustration.

B. owes to C. a debt guaranteed by A. The debt becomes payable. C. does not sue B. for the year after the debt has become payable. A. is not discharged from his suretyship.

Release of one co-surety.

131. Where there are co-sureties, a release by the creditor of one of them does not discharge the others; neither does it free that one from any responsibility to the others.

Discharge of surety by creditor's act or omission impairing surety's eventual remedy.

132. If the creditor does any act which is inconsistent with the rights of the surety, or omits to do any act which his duty to the surety requires him to do, and to eventual remedy of the surety himself against the principal debtor is thereby impaired, the surety is discharged.

Illustrations.

(*a.*) B. agrees to build a ship for C. for a given sum, to be paid by instalments as the work reaches certain stages. A. becomes surety to C. for B.'s due performance of the agreement. C., without the knowledge of A., prepays to B. the last two instalments. A. is discharged by this payment.

(*b.*) B. agrees with C. to complete certain fittings in C.'s warehouse for 8,000 Rupees, C. stipulating to insure, from time to time, the fittings from fire, and to deduct the costs of the insurance from the 8,000 Rupees. A., knowing of this agreement, guarantees B.'s due performance of the work. C. never insures, and fittings to the value of 7,000 Rupees are destroyed by the fire at B.'s shop. B. becomes insolvent, and it costs C. 9,000 Rupees to complete the work. A. is discharged by C.'s omission to insure, not merely to the extent of the benefit he would have derived from the insurance if it had been effected, but altogether.

(*c.*) C. lends money to B. on the security of a joint and several promissory note made in C.'s favour by B and by A. as surety for B., together with a bill of sale o. B.'s furniture, which gives power to C. to sell the furniture, and apply the proceeds in satisfaction of the monies due on the note. Subsequently C. sells the furniture, but, owing to his misconduct and wilful negligence, only a small price is realized. A. is discharged from liability on the note.

(*d.*) A. puts M. as apprentice to B., and gives a guarantee to B. for M.'s fidelity. B. covenants on his part that he will, at least once a month, see M. make up the cash. B. omits to see this done as agreed, and M. embezzles. A. is not liable to B. on his guarantee.

Rights of surety on payment or performance.

133. Where a guaranteed debt has become due, or default of the principal debtor to perform a guaranteed duty has taken place, the surety, upon payment or performance of all that he is liable for, is invested with all the rights which the creditor had against the principal debtor.

Surety's right to benefit of creditor's securities.

134. A surety is entitled to the benefit of every security which the creditor has against the principal debtor at the time the contract is entered into, whether the surety knows or does not know of the existence of such security; and if the creditor loses, or, without the consent of the surety, parts with such security, the surety is discharged to the extent of the value of the security.

Illustrations.

(*a.*) C. advances to B., his tenant, 2,000 Rupees on the guarantee of A. C. has also a further security for the 2,000 Rupees by a mortgage of B.'s furniture. C. cancels the mortgage. B. becomes insolvent, and C. sues A. on his guarantee. A. is discharged from liability to the amount of the value of the furniture.

(*b.*) C., a creditor, whose advance to B. is secured by a decree, receives also a guarantee for that advance from A. C. afterwards takes B.'s goods in execution under the decree and then, without the knowledge of A., withdraws the execution. A. is discharged.

(*c.*) A., as surety for B., makes a bond jointly with B. to C. to secure a loan from C. to B. After the date of this tranraction, C. obtains from B. a further security for the same debt. Subsequently C. gives up the further security. A. is not discharged.

Guarantee obtained by misrepresentation.

135. Any guarantee which has been obtained by means of misrepresentation made by the creditor, or with his knowledge and assent, concerning a material part of the transaction, is invalid.

Illustrations.

(*a.*) B. owes C. £800. C. agrees to advance B. £2,000 on his obtaining a surety for that amount. It is also agreed between B. and C. that the £800 should be deducted from that sum. The agreement, which is in writing, states that C. had agreed to advance B. £2,000, and that the £800 had been repaid. This agreement is read to A. in C.'s presence, but nothing more is said, when A. gives a promissory note for £2,000 as surety for B. A. is discharged from liability on the note, as there is a false representation to A. that the £800 had been repaid, and that the whole sum of £2,000 was to be advanced to B.

(*b.*) C. represents to A. that he is liable to D. for 3,000 Rupees, as surety for A. and B. A. thereupon concurs as surety in a mortgage security given by B. in order to indemnify C. C. in fact was not liable to D. as alleged. A. is not bound by the security.

Guarantee obtained by concealment.

136. Any guarantee which the creditor has obtained by means of the concealment of a material circumstance, is invalid.

Illustrations.

(*a.*) A. engages B. as clerk to collect money for him. B. fails to account for some of his receipts, and A. in consequence calls upon him to furnish security for his duly accounting. C. gives his guarantee for B.'s duly accounting. A. does not acquaint C. with B.'s previous conduct. B. afterwards makes default. The guarantee is invalid.

(*b.*) A. guarantees to C. payment for iron to be supplied by him to B. to the amount of 2,000 tons. B. and C. have privately agreed that B. should pay five Rupees per ton beyond the market price, such excess to be applied in liquidation of an old debt. This agreement is concealed from A. A. is not liable as a surety.

Guarantee on agreement that creditor shall not act on it until co-surety joins.

137. Where a person gives a guarantee upon an agreement that the creditor shall not act upon it until another person has joined in it as co-surety, the guarantee is not valid if that other person does not join.

Implied agreement to indemnify surety.

138. In every contract of guarantee there is an implied agreement by the principal debtor to indemnify the surety, and the surety is entitled to recover from the principal debtor whatever sum he has rightfully paid under the guarantee.

Illustrations.

(*a.*) B. is indebted to C., and A. is surety for the debt. C. demands payment from A., and on his refusal sues him for the amount. A. defends the suit, at the request of B., having reasonable grounds for doing so, but he is compelled to pay the amount of the debt with costs. He can recover from B. the amount paid by him for costs, as well as the principal debt.

(*b.*) C. lends B. a sum of money, and A., at the request of B., accepts a bill of exchange drawn by B. upon A. to secure the amount. C., the holder of the bill, demands payment of it from A., and on A.'s refusal to pay sues A. upon the bill. A. defends the suit, and has to pay the amount of the bill and costs. He can recover from B. the amount of the bill, but not the sum paid for costs, as there was no real ground for defending the action.

(*c.*) A guarantees to C., to the extent of 2,000 Rupees, payment of rice to be supplied by C. to B. C. supplies to B. rice to a less amount than 2,000 Rupees, but obtains from A. payment of the sum of 2,000 Rupees in respect of the rice supplied. A. cannot recover from B. more than the price of the rice actually supplied.

Co-sureties liable to contribute equally.

139. Where two or more persons or co-sureties for the same debt or duty either jointly or severally, and whether under the same or different agreements, and whether with or without the knowledge of each other, the co-sureties, in the absence of any agreement to the contrary, are liable as between themselves to pay each an equal share of the whole debt, or of that part of it which remains unpaid by the principal debtor.

Illustrations.

(*a.*) A. B. and C. are sureties to D. for the sum of 3,000 Rupees lent to E. E. makes default in payment. A. B. and C. are liable as between themselves to pay 1,000 Rupees each.

(*b.*) A. B. and C. are sureties to D. for the sum of 1,000 Rupees lent to E., and it is arranged between A. B., C. and E. that A. is to be responsible to the extent of one-quarter, B. to the extent of one-quarter, and C. to the extent of one-half. E. makes default in payment. As between the sureties, A. is liable to pay 250 Rupees, B. 250 Rupees, and C. 500 Rupees.

Liability of co-sureties bound in different sums.

140. Co-sureties who are bound in different sums are liable to pay equally as far as the limits of their respective obligations permit.

Illustrations.

(*a.*) A., B. and C., as sureties for D., enter into three several bonds, each in a different penalty, *viz.*, A. in the penalty of 10,000 Rupees, B. in that of 20,000 Rupees, C. in that of 40,000 Rupees, conditioned for D.'s duly accounting to E. D. makes default to the extent of 30,000 Rupees. A., B. and C. are each liable to pay 10,000 Rupees.

(*b.*) A., B. and C., as sureties for D., enter into three several bonds, each in a different penalty, *viz.*, A. in the penalty of 10,000 Rupees, B. in that of 20,000 Rupees, C. in that of 40,000 Rupees, conditioned for D.'s duly accounting to E. D. makes default to the extent of 40,000 Rupees. A. is liable to pay 10,000 Rupees, and B. and C. 15,000 Rupees each.

(*c.*) A., B. and C., as sureties for D., enter into three several bonds, each in a different penalty, *viz.*, A. in the penalty of 10,000 Rupees, B. in that of 20,000 Rupees, C. in that of 40,000 Rupees, conditioned for D.'s duly accounting to E. D. makes default to the extent of 70,000 Rupees. Each has to pay the full penalty of his bond.

PART VI.

OF BAILMENT.

'Bailment,' 'bailor,' and 'bailee' defined.

141. The delivery of goods by one person to another for some purpose, upon an agreement that they shall be delivered by the latter back to or according to the directions of the former when the purpose shall have been accomplished, is called a bailment. The person delivering the goods is called the bailor. The person to whom they are delivered is called the bailee.

Delivery to bailee how made.

142. The delivery to the bailee, may be made by doing anything which has the effect of putting the goods in the possession of the intended bailee or of any person authorized to hold them on his behalf.

Bailor's duty to disclose faults in goods bailed.

143. The bailor is bound to disclose to the bailee faults in the goods bailed of which the bailor is aware and which materially interfere with the use of them or expose the bailee to extraordinary risks; and if he does not make such disclosure, he is responsible for damage arising to the bailee directly from such faults.

Illustration.

A. lends a horse to B. which he knows to be vicious. He does not disclose the fact that the horse is vicious. The horse runs away. B. is thrown and injured. A. is responsible to B. for damage sustained.

Care to be taken by bailee.

144. In all cases of bailment the bailee is bound to take as much care of the goods bailed to him as a man of ordinary prudence would, under similar circumstances, take of his own goods of the same bulk, quality and value as the goods bailed.

Bailee when not liable for loss, etc., of thing bailed.

145. The bailee, in the absence of any agreement, to the contrary, is not responsible for the loss, destruction, or deterioration of the thing bailed if not caused by his fault.

Termination of bailment by bailee's act inconsistent with conditions.

146. If the bailee does any act with regard to the goods bailed which is inconsistent with the conditions of the bailment, such act is, at the option of the bailor, a termination of the bailment.

Illustration.

A. lets to B. for hire a horse for his own riding. B. drives the horse in his carriage. This is at the option of A. a termination of the bailment.

Liability of bailee making unauthorized use of goods bailed.

147. If the bailee makes any use of the goods bailed which is not according to the conditions of the bailment, he is liable to make compensation to the bailor for any damage arising to the goods from or during such use of them.

Illustrations.

(*a.*) A. lent a horse to B. for his own riding only. B. allowed C., a member of his family, to ride the horse. C. rode with care, but the horse accidentally fell and was injured. B. is liable to make compensation to A. for the injury done to the horse.

(*b.*) A hired a horse in Calcutta from B. to ride to Benares. A. rode with due care, but rode to Cuttack instead. The horse accidently fell and was injured. A. is liable to make compensation to B. for the injury to the horse.

Mixture of goods bailed.

Mixture, with bailor's consent, of his goods with goods of bailee.

148. If the bailee, with the consent of the bailor, mixes the goods of the bailor with his own goods, the bailor and the bailee shall have an interest in proportion to their respective shares in the mixture thus produced.

Mixture, without bailor's consent, when the goods can be separated.

149. If the bailee, without the consent of the bailor, mixes the goods of the bailor with his own goods, and the goods can be separated, the property in the goods remains in the parties respectively, but the bailee is bound to bear the expense of separation, and any damage arising from the mixture.

Mixture, without bailor's consent, when the goods cannot be separated.

150. If the bailee, without the consent of the bailor, mixes the goods of the bailor with his own goods so that it is impossible to separate the goods bailed from the other goods and deliver them back, the bailor is entitled to be compensated by the bailee for the loss of the goods.

Re-payment by bailor of necessary expenses.

151. Where by the conditions of the bailment the goods are to be kept or to be carried or to have work done upon them by the bailee for the bailor, and the bailee is to receive no remuneration, the bailor shall re-pay to the bailee the necessary expenses incurred by him for the purpose of the bailment.

Restoration of goods bailed gratuitously.

152. Where the bailment is gratuitous, the bailor is entitled at any time, upon reasonable notice, to the restoration of the goods bailed.

Return of goods bailed on expiration of time or accomplishment of purpose.

153. The bailee must return the goods bailed without demand as soon as the time for which they were bailed has expired, or the purpose for which they were bailed has been accomplished.

Bailee's responsibility when goods are not duly delivered or tendered.

154. If by the fault of the bailee the goods are not delivered or tendered at the proper time, he is responsible to the bailor for any loss, destruction, or deterioration of the goods from that time.

Termination of gratuitous bailment by death.

155. The bailment where gratuitous is terminated by the death either of the bailor or of the bailee.

Increase or profit from goods bailed.

156. In the absence of any agreement to the contrary, the bailee is bound to deliver to the bailor, or according to his directions, any increase or profit which may have accrued from the goods bailed.

Illustration.

A. leaves a cow in the custody of B., who takes care of it gratuitously. The cow has a calf. B. is bound to deliver the calf as well as the cow to A.

Bailor's responsibility to bailee.

157. The bailor is responsible to the bailee for any loss which he may sustain by reason that the bailor was not entitled to make the bailment, or to receive back the goods, or to give directions respecting them.

Bailment by several joint owners.

158. If several joint owners of goods bail them, the bailee may deliver them back to, or according to the directions of, one joint owner without the consent of all, in the absence of any agreement to the contrary.

Re-delivery to bailee who has no title.

159. If the bailor has no title to the goods, and the bailee delivers them back to, or according to the directions of, the bailor, the bailee is not responsible to the owner in respect of such delivery.

Right of third person claiming goods bailed.

160. If a third person claims goods bailed he may apply to the Court to stop the delivery of the goods to the bailor, and to decide the title to the goods.

Right of finder of goods.

161. The finder of goods has no right to sue the owner for compensation for trouble and expense voluntarily incurred by him to preserve the goods and to find out the owner, but he has a right to retain the goods against the owner until he receives such compensation; and where the owner offers a specific reward for the return of goods lost, the finder has a right to retain them until he receives the reward.

Bailee's particular lien.

162. Where the bailee has, in accordance with the purpose of the bailment, rendered any service involving the exercise of labor or skill on the goods bailed, he has, in the absence of any agreement to the contrary, a right to retain the goods until he receives remuneration for the services he has rendered in respect of them.

Illustrations.

(*a.*) A. delivers a rough diamond to B., a jeweller, to be cut and polished, which is accordingly done. B. is entitled to retain the stone till he is paid for the services he has rendered.

(*b.*) A. gave some cloth to B., a tailor, to make into a coat. A. agreed with B. that the coat should be delivered as soon as it was finished, and that three months' credit should be given for the price. B. is not entitled to retain the coat until he is paid.

Bankers, factors, and wharfingers have no general lien.

163. In the absence of any agreement to the contrary, bankers, factors, and wharfingers have no right to retain any goods bailed to them as a security for a general balance of account.

Pledge.

'Pledge,' 'pawnor,' and 'pawnee' defined.

164. The bailment of goods as security for payment of a debt or performance of an engagement is called pledge. The bailor is in this case called the pawnor. The bailee is called the pawnee.

Pawnee's right of retainer.

165. The pawnee may retain the goods pledged, not only for payment of the debt or the performance of engagement, but for the interest of the debt, and all necessary expenses incurred by him in respect of the possession, or for the preservation of the goods pledegd.

In case of subsequent advances.

166. The pawnee shall not retain the goods pledged for any other debt or engagement than the debt or engagement for which they are delivered, except by agreement between the parties; but such agreement, in the absence of anything to the contrary, will be presumed in regard to subsequent advances made by the pawnee.

Extraordinary expenses incurred by pawnee.

167. The pawnee is entitled to receive from the pawnor extraordinary expenses incurred by him for the preservation of the goods pledged.

Pawnee's right where pawnor makes default.

168. If the pawnor makes default in payment of the debt or performance of the engagement at the stipulated time, the pawnee may bring a suit against the pawnor upon the debt or engagement, and retain the goods pledged as a collateral security, or may sell the thing pledged on giving the pawnor reasonable notice of the sale. If the proceeds of the sale are less than the amount due in respect of the debt or engagement, the pawnor is still liable to pay the balance. If the proceeds of the sale are greater than the amount so due, the pawnee shall pay over the surplus to the pawnor.

Defaulting pawnor's right to redeem.

169. If a time is stipulated for the payment of the debt or performance of the engagement for which the pledge is made, and the pawnor makes default in payment of the debt or performance of the engagement at the stipulated time, he may redeem the goods pledged at any time before the actual sale of them.

Pledge by possessor of documentary title to goods.

170. A person who is in possession of goods, or of any bill of lading, dock-warrant, warehouse-keeper's certificate, warrant or order for delivery, or any other document of title to goods, may make a valid pledge of such goods, or documents: Provided that the pawnee acts in good faith and under circumstances which are not such as to raise a reasonable presumption that the pawnor is acting improperly.

Pledge where pledgor has only a limited interest.

171. Where a person pledges goods in which he has only a limited interest, the pledge is valid to the extent of that interest.

Suits against wrong-doers.

Suits by bailor or bailee against wrong-doers.

172. If a third person wrongfully deprives the bailee of the use or possession of the goods bailed, or does them any injury, the bailee is entitled to use such remedies as the owner might use in the like case if no bailment had been made, and either the bailor or the bailee may bring a suit against a person for such deprivation or injury.

Apportionment of proceeds of such suits.

173. Whatever is obtained by way of relief or compensation in any such suit shall, as between the bailor and the bailee, be dealt with according to their respective interests.

PART VII.

Of Agency.

'Agent' and 'principal' defined.

174. An agent is a person employed to do any act for another, or to represent another in dealings with third persons. The person for whom the act is done, or who is so represented, is called the principal.

Who may be a principal.

175. Any person who is of the age of majority according to the law to which he is subject, and who is of sound mind, may employ an agent.

Who may be an agent.

176. As between the principal and third persons, any person may become an agent; but no person who is not of the age of majority and of sound mind can become an agent, so as to be responsible to his principal according to the provisions in that behalf herein contained.

Agency created without consideration.

177. No consideration is necessary to create an agency.

Agent's authority may be expressed or implied.

178. The authority of an agent may be expressed or implied.

Definitions of expressed and implied authority.

179. An authority is said to be expressed when it is given by words spoken or written. An authority is said to be implied when it is to be inferred from the circumstances of the case; and things spoken or written, or the ordinary course of dealing may be accounted circumstances of the case.

Illustration.

A. owns a shop in Serampore, living himself in Calcutta, and visiting the shop occassionally. The shop is manged by B., and he is in the habit of ordering goods from C. in the name of A. for the purposes of the shop, and of paying for them out of A.'s funds with A.'s knowledge. B. has an implied authority from A. to order goods from C. in the name of A. for the purposes of the shop.

Extent of agent's authority.

180. An agent having an authority to do any act, has authority to do every lawful thing which is necessary in order to do such act; and an agent having an authority to carry on any business, has authority to do every lawful thing necessary for the purpose of or usually done in the course of conducting such business.

Illustrations.

(*a.*) A. is employed by B., residing in London, to recover at Bombay a debt due to B. A. may adopt any legal process necessary for the purpose of recovering the debt, and may give a valid discharge for the same.

(*b.*) A. constitutes B. his agent to carry on his business of a ship-builder. B. may purchase timber and other materials, and hire workmen for the purpose of carrying on the business.

Agent's authority in an emergency.

181. An agent has authority in an emergency to do all such acts for the purpose of protecting his principal from loss as would be done by a person of ordinary prudence in his own case under similar circumstances.

Illustrations.

(*a.*) A ship is driven on shore. The master has authority to hire men and boats to get her off, and to incur all necessary expense for re-fitting her.

(*b.*) A. consigns provisions to B. at Calcutta, with directions to send them immediately to C. at Cuttack. B. may sell the provisions at Calcutta if they will not bear the journey without spoiling.

Enforcement and consequences of agent's contracts.

182. Contracts entered into through an agent and obligations arising from acts done by an agent, may be enforced in the same manner, and will have the same legal consequences as if the contracts had been entered into and the acts done by the principal in person.

Illustrations.

(*a.*) A. buys goods from B., knowing that he is an agent for their sale, but not knowing who is the principal. B.'s principal is the person entitled to claim from A. the price of the goods, and A. cannot set-off against that claim a debt due to himself from B.

(*b.*) A. being B.'s agent with authority to receive money on his behalf receives from C. a sum of money due to B. C. is discharged of his obligation to pay the sum in question to A.

Principal how far bound when agent exceeds authority.

183. Where an agent does more than he is authorized to do, what he does within the scope of his authority, if it can be separated from what is beyond that scope, is binding as between the principal and the agent; the rest not.

Illustration.

A., being owner of a ship and cargo, authorizes B. to procure an insurance for 4,000 Rupees on the ship. B. procures a policy for 4,000 Rupees on the ship, and another for the like sum on the cargo. A. is bound to pay the premium for the policy on the ship, but not the premium for the policy on the cargo.

When excess of agent's authority is not separable.

184. Where an agent does more than he is authorized to do, and what he does beyond the scope of his authority cannot be separated from what is within it, the whole is void as against the principal.

Illustration.

A. authorizes B. to buy 500 sheep for him. B. buys 500 sheep and 200 lambs for one sum of 6,000 Rupees. The whole transaction is void as against A.

'Sub-agent' defined.

185. A sub-agent is a person employed by and acting under the control of the original agent in the business of the agency.

When agent cannot delegate.

186. An agent cannot lawfully employ another to perform acts which he has expressly or impliedly undertaken to perform personally.

Representation of principal by sub-agent properly appointed.

187. Where a sub-agent is properly appointed, the principal is, so far as regards third persons, represented by the sub-agent, and is bound by and responsible for his acts, as if he were an agent originally appointed by the principal. The agent is responsible to the principal for the acts of the sub-agent.

Agent's responsibility for sub-agent.

Sub-agent's responsibility.

The sub-agent is responsible for his acts to the agent but not to the principal, except in cases of fraud or wilful wrong.

Agent's responsibility for sub-agent appointed without authority.

188. Where an agent has appointed a person to act as a sub-agent without having authority to do so, the agent stands towards that person in the relation of a principal to an agent, and is responsible for his acts both to the principal and to third persons, and the principal is not represented by or responsible for the acts of the person so employed, nor is that person responsible to the principal.

Relation to principal of person named by agent authorized to name another to act for principal.

189. Where an agent, holding an express or implied authority to name another person to act for the principal in the business of the agency, has named another person accordingly; such person is not a sub-agent, but an agent of the principal for such part of the business of the agency as is entrusted to him.

Illustrations.

(*a.*) A. directs B., his solicitor, to sell his estate by auction, and to employ an auctioneer for the purpose. B. names C., an auctioneer, to conduct the sale. C. is not a sub-agent, but is A.'s agent for the conduct of the sale.

(*b.*) A., a merchant in Calcutta, consigns goods to B., a merchant in London, and directs him to sell the goods. B. appoints C., a broker, to sell the goods for A. C. is not a sub-agent, but is agent for A.

(*c.*) A. appoints B., a merchant in Calcutta, his attorney, for the purpose of recovering the monies due to A. from C. & Co. B. instructs D., a solicitor, to take legal proceedings against C. & Co. for the recovery of the money. D. is not a sub-agent, but is solicitor for A.

Agent's duty in naming such person.

190. In selecting such agent for his principal, an agent is bound to exercise the same amount of discretion as a man of ordinary prudence would exercise in his own case, and if he does this he will not be responsible to the principal for the acts or negligence of the agent so selected.

Illustrations.

(*a.*) A. directs B. to buy and ship a cargo of indigo for him, and to have the cargo properly insured. B. employs an insurance broker of good reputation, who effects an insurance on the cargo. The ship, having the cargo on board, is lost; but owing to the omission of some usual stipulations in the policy of assurance, the underwriters refuse to pay the sum insured. B. is not responsible to A. for the loss, but the insurance broker is.

(*b.*) B., the agent of A., employs an auctioneer in good credit to sell goods of A., and allows the auctioneer to receive the proceeds of the sale. The auctioneer afterwards becomes insolvent without having accounted for the proceeds. B. is not responsible to A. for the proceeds.

Agent's duty in conducting principal's business.

191. An agent is bound to conduct the business of his principal according to the directions given by the principal, or, in the absence of any such directions, according to the

custom which prevails in doing business of the same kind. When the agent adopts a different course, if any loss be sustained, he must make it good to his principal, and if any profit accrues he must account for it.

Illustrations.

(*a.*) A., an agent engaged in carrying on for B. a business in which it is the custom to invest from time to time at interest the monies which may be in hand, omits to make such investment. A. must make good to the principal the interest usually obtained by such investments.

(*b.*) B., a broker, in whose business it is not the custom to sell on credit, sells goods of A. on credit to C., whose credit at the time was very high. C., before payment, becomes insolvent. B. must make good the loss to A.

Skill and diligence required from agent.

192. An agent is bound to conduct the business of the agency with as much skill as is generally possessed by persons engaged in similar business, unless the principal has notice of his want of skill. The agent is always bound to act with diligence, and to use such skill as he possesses; and to make compensation to his principal in respect of the direct consequences of his own neglect, want of skill, or misconduct, but not in respect of loss or damage which are indirectly or remotely caused by such neglect, want of skill, or misconduct.

Illustrations.

(*a.*) A., a merchant in Calcutta, has an agent B. in London, to whom a large sum of money is paid on A.'s account. B. improperly retains the money for a considerable time. A., in consequence of not receiving the money, becomes insolvent. B. is liable for the money and interest from the day on which it ought to have been paid, according to the usual rate, but not further.

(*b.*) A., an agent for the sale of goods, having authority to sell on credit, sells to B., on credit, without making the proper and usual inquiries as to the solvency of B. B., at the time of such sale, is insolvent. A. must make compensation to his principal in respect of any loss thereby sustained.

(*c.*) A., an insurance broker employed by B. to effect an insurance on a ship, omits to see that the usual clauses are inserted in the policy. The ship is afterwards lost. In consequence of the omission of the clauses nothing can be recovered from the underwriters. A. is bound to make good the loss to B.

(*d.*) A., merchant in England, directs B., his agent at Bombay, to send him 100 bales of cotton by a certain ship. B., having it in his power to send the cotton, omits to do so. The ship arrives safely in England. Soon after her arrival the price of cotton rises. B. is bound to make good to A. the profit which he might have made by the 100 bales of cotton at the time the ship arrived, but not any profit he might have made by the subsequent rise.

Agent's accounts.

193. An agent is bound to render proper accounts to his principal on demand.

Agent's duty to communicate with principal.

194. It is the duty of an agent in cases of difficulty to use all reasonable diligence in communicating with his principal, and in seeking to obtain his instructions.

Agent dealing on his own account in business of agency without principal's consent.

195. If a person who is an agent deals on his own account in the business of the agency without first obtaining the consent of the principal, and acquainting him with all material circumstances which have come to his own knowledge on the subject, the principal is at liberty, on discovering such circumstances, either to adopt or to repudiate the transaction.

Illustrations.

(*a.*) A. directs B. to sell A.'s estate. B. buys the estate for himself in the name of C. A., on discovering that B. has bought the estate for himself, may either repudiate or adopt the sale at his option.

(*b.*) A. directs B. to sell A.'s estate. B. on looking at the estate before selling it, finds a mine on the estate which is unknown to A. B. informs A. that he wishes to buy the estate for himself, but conceals the discovery of the mine. A. allows B. to buy, in ignorance of the existence of the mine. A., on discovering that B. knew of the mine at the time he bought the estate, may either repudiate or adopt the sale at his option.

Agent dealing on his own account with principal in business of agency, is not entitled to remuneration.

196. An agent dealing on his own account with his principal in the business of the agency is not entitled to any remuneration as agent, notwithstanding that the principal adopts the transaction.

Illustration.

A. agrees that B. will find a purchaser for his land in Bombay at 2 Rupees a yard, A. will give B. 5 per cent. commission. B. afterwards buys on his own account, and A. adopts the contract. B. is not entitled to any commission.

Principal's right to benefit gained by agent dealing on his own account in business of agency.

197. If an agent without the knowledge of his principal deals in the business of the agency on his own account instead of on account of his principal, the principal is entitled to claim from the agent any benefit which may have resulted to him from the transaction.

Illustration.

A. directs B. to buy a certain house for him. B. tells A. it cannot be brought, and buys the house for himself. A. may, on discovering that B. has bought the house, compel him to sell it to A. at the price he gave for it.

Agent's right of retainer out of sums received on principal's account.

198. An agent may retain, out of any sums received on account of the principal in the business of the agency, all monies due to himself in respect of advances made or expenses incurred by him in conducting such business, and also such remuneration as may be payable to him for acting as agent.

Agent's duty to pay sums received for principal.

199. Subject to such deductions, the agent is bound to pay to his principal all sums received on his account.

When agent's remuneration becomes due.

200. In the absence of any agreement to the contrary, remuneration in respect of the performance of any act is not due to the agent until the completion of such act.

Misconduct disentitles agent to remuneration.

201. An agent who is guilty of gross misconduct in the business of the agency, is not entitled to any remuneration in respect of that part of the business which has been so misconducted.

Illustrations.

(*a.*) A. employs B. to recover 1,00,000 Rupees from C. and lay it out on good security. B. recovers the 1,00,000 Rupees and lays out 90,000 Rupees on good security, but lays out 10,000 Rupees on insufficient security, whereby A. loses 2,000 Rupees. B. is entitled to remuneration for recovering the 1,00,000 Rupees and for investing the 90,000 Rupees. He is not entitled to any remuneration for investing the 10,000 Rupees, and he must make good the 2,000 Rupees to B.

(*b.*) A. employs B. to recover 1,000 Rupees from C. Through B's. misconduct the money is not received. B. is entitled to no remuneration for his services, and must make good the loss.

Agent's lien on principal's goods and papers.

202. In the absence of any agreement to the contrary, an agent is entitled to retain goods, papers, and other property of the principal received by him, until the amount due to himself for commission, disbursements, and

services in respect of the same has been paid or accounted for to him.

Ratification.

Effect of ratification.

203. Where acts are done by one person on behalf of another, but without his knowledge, he may elect to ratify or to disown such acts. If he ratify them, the same effects will follow as if they had been performed by his authority.

Ratification may be expressed or implied.

204. Ratification may be expressed or may be implied in the conduct of the person on whose behalf the acts are done.

Illustration.

A. without authority buys goods for B. Afterwards B. sells them to C. on his own account. B.'s conduct implies a ratification of the purchase made for him by A.

Knowledge requisite to valid ratification.

205. No valid ratification can be made by a person whose knowledge of the facts of the case is materially defective.

Effect of ratifying unauthorized act forming part of a transaction.

206. A person ratifying any unauthorized act done on his behalf ratifies the whole of the transaction of which such act formed a part.

Ratification of unauthorized act cannot injure third person.

207. An act done without authority, which, if done with authority, would have the effect of subjecting a third person to damages or of terminating any right or interest of a third person, cannot by ratification be made to have such effect.

Illustrations.

(*a.*) A., an unauthorized person, requires on account of B. the owner of a chattel, the delivery of the chattel to B. This demand cannot be ratified by B. so as to make the holder liable for damages for default.

(*b.*) A. holds a lease from B. terminable on three months' notice. C., an unauthorized person, gives notice of termination to A. The notice cannot be ratified so as to be binding on A.

Consequences of notice given to agent.

208. Any notice given to or information obtained by the agent, provided it be given or obtained in the course of the business transacted by him for the principal, shall, as between the principal and third parties, have the same legal consequence as if it had been given to or obtained by the principal.

Illustrations.

(*a.*) A. is employed by B. to buy certain goods from C., and buys them accordingly. In the course of the treaty for the sale A. learns that the goods really belonged to D., but B. is ignorant of that fact. B. is not entitled to set off a debt owing to him from C. against the price of the goods.

(*b.*) A. is employed by B. to buy goods from C. A. was, before he was so employed, a servant of C., and then learnt that the goods really belonged to D., but B. is ignorant of that fact. In spite of the knowledge of his agent, B. may set off against the price of the goods a debt owing to him from C.

Agent cannot personally enforce nor be bound by contracts on behalf of principal.

Implication of agreement to contrary.

209. In the absence of any agreement to the contrary, an agent cannot personally enforce contracts entered into by him on behalf of his principal, nor is he pesonally bound by them.

Explanation.—Such an agreement may be implied in the following cases:—

(1.) Where the contract is made by an agent for the sale or purchase of goods for a merchant resident abroad.

(2.) Where the agent does not disclose the name of his principal.

(3.) Where the principal, though disclosed cannot be sued.

Performance of contract with agent supposed to be principal.

210. Where one man enters into an engagement by contract with another, having no knowledge or reasonable ground of suspicion that the other is an agent, the principal, if he requires the performance of the engagement, can only obtain it, subject to the rights and obligations subsisting between the agent and the other party to the contract.

Illustration.

A., who owes 500 Rupees to B., sells 1,000 Rupees' worth of rice to B. A. is acting as agent for C. in the transaction, but B. has no knowledge nor reasonable ground of suspicion that such is the case. C. cannot compel B. to take the rice without allowing him to set off A.'s debt.

Principal's liability where agent personally liable.

211. In cases where the agent is personally liable, a person dealing with him may hold either him or his principal, or both of them, liable.

Illustration.

A. enters into a contract with B. to sell him 100 bales of cotton, and afterwards discovers that B. was acting as agent for C. A. may sue either B. or C., or both, for the price of the cotton.

Consequence of inducing agent or principal to act on belief that principal or agent will be held exclusively liable.

212. A person who enters into a contract with an agent, if he afterwards induces the agent to do any act in the belief that the principal will be held exclusively liable on the contract, cannot hold the agent liable; and in like manner if he induces the principal to do any act in the belief that the agent will be held exclusively liable, he cannot hold the principal liable.

Illustration.

A., in Bombay, agrees as agent for B., a merchant in London, to buy 100 bales of cotton from C. C. intimates to B. that he intends to hold A. exclusively liable for the price of the cotton, and B. relying upon this intimation settles his account with A., giving A. credit for the price of the cotton. A. afterwards becomes bankrupt without having paid the price of the cotton to C. C. cannot hold B. liable for the price of the cotton.

Liability of pretended agent.

213. A person untruly representing himself to be the authorized agent of another, and thereby inducing a third person to deal with him as such agent, is liable, if his supposed employer does not ratify his acts, to make compensation to the other, according to the rules laid down in the chapter on contracts, Section 50, in respect of any loss or damage which he has incurred by so dealing.

Person falsely contracting as agent, not entitled to performance.

214. A person with whom a contract has been entered into in the character of agent is not entitled to require the performance of it, if he was in reality acting not as agent but on his own account.

Liability of principal inducing belief that agent's unauthorized acts were authorized.

215. When an agent has without authority done acts or incurred obligations to third persons on behalf of his principal, the principal is bound by such acts or obligations if he had by his words or conduct induced such persons to believe that such acts and obligations were within the scope of the agent's authority.

Illustrations.

(*a.*) A. consigns goods to B. for sale, and gives him verbal instructions not to sell under a fixed price. C. being ignorant of B.'s intructions enters into an agree-

ment with B. to buy the goods at price lower than the reserved price. A. is bound by the agreement.

(*b.*) A. knows that B. is an agent of C., and acting under written instructions from C., but makes an agreement with B. as C.'s agent without asking to see the instructions. The terms of the agreement are contrary to the instructions. C. is not bound by the agreement.

Ship-master's authority to sign bill of lading.

216. The master of a ship has not, as such, any authority to sign bills of lading without receiving the goods to which they refer.

Master's liability for injuries caused by his servant.

217. A master is bound to make compensation to third persons for injuries caused by the negligence or unskilfulness of his servant acting as such, but not for his wilful misconduct.

Illustrations.

(*a.*) A.'s coachman, driving A.'s carriage on A.'s business, strikes B.'s horses, not wantonly, but in order to extricate himself from a difficulty, and causes the horses to run away, in consequence of which B.'s carriage is overturned and broken. A. is liable to make compensation to B. in respect of the loss or damaged caused to him by the breaking of the carriage.

(*b.*) A.'s coachman, driving A.'s coach on A.'s business, wantonly strikes B.'s horses, which run away, in consequence of which B.'s carriage is overturned and broken. A. is not, but his coachman is, liable to make compensation to B. in respect of the loss or damaged caused to him by the breaking of the carriage.

(*c.*) The commander of A.'s ship, navigating the ship on A.'s business, through negligence runs over B.'s boat. A. is liable to make compensation to B. in respect of loss or damage caused to him thereby.

(*d.*) The commander of A.'s ship, navigating the ship on A.'s business, intentionally runs over B.'s boat. A. is not, but the commander is, liable to make compensation to B. in respect of loss or damaged caused to him thereby.

(*e.*) A.'s coachman driving A.'s coach, but not on A.'s business, through negligence runs over B., who thereby sustains severe bodily injury. A. is not, but the coachman is, liable to make compensation to B. in respect of such injury.

(*f.*) A. employs B. to act as conductor of his omnibus. C. enters the omnibus, and having behaved improperly there, is removed by B. with unnecessary voilence. In consequence of B.'s voilence C. is seriously injured. A. is not, but B. is, liable to make compensation to C. in respect of the effects of such injury.

(*g.*) A. was in the habit of buying corn and directing the vendor to deliver it at B.'s wharf, and of paying for the corn on the production of the receipt of B. or his servant. B.'s servant, whose duty it was to receive the corn, and give receipts for it on behalf of B., gave C. a receipt for corn that had never been delivered, and thus enabled C. to obtain money from A. B. is not liable to make compensation to A. in respect of the loss caused to him by the conduct of B.'s servant.

Employer's responsibility for injuries caused to third person in doing lawful act.

218. A person who employs another to do a lawful act, otherwise than as a servant, is not responsible for injuries caused to third persons in the doing of that act by the negligence or unskilfulness of the person employed, except in any case where the injuries may have been caused by conduct which the employer had authorized or adopted.

Illustrations.

(*a.*) A. employs B., a builder, to pull down and rebuild A.'s house. In consequence of the negligence of B.'s workmen in pulling down the house, the front of C.'s house, which adjoins A.'s, falls down. A. is not liable to make good the loss to C., but B. is.

(*b.*) A. employs B., a builder, to execute certain alterations in a house, including the preparation and fixing of gas fittings. B. makes a sub-contract with C., a gas-fitter, to execute this part of the work. D. is injured by an explosion of gas, caused by C.'s negligence. C. is, but A. and B. are not, liable to make compensation to D. in respect of such injury.

Responsibility for injuries arising from non-performance of act which a person is bound to do.

219. A person who is bound to do any act is responsible for all injuries arising from the non-performance of such act, although he may have employed another to do it.

Illustrations.

(*a.*) A. is bound to repair the wall of his house, which is in a dangerous state. He employs B. to repair it. B. omits to do so. The wall falls down; and in doing so draws with it a part of an adjoining house belonging to C. A. is liable to make good the loss to C.

(*b.*) A. is bound to cover in a drain in front of his house, and employs B. to do so. B. neglects to cover in the drain; in consequence of B.'s negligence C. falls into the drain, and is hurt. A. must make compensation to C.

Compensation for injuries caused by act of person employed to do the act.

220. A person employing another to do any act is bound to make compensation to third persons in respect of injuries caused directly by such act.

Master's liability for injury to one servant by misconduct, &c., of another.

Exception.—Where two persons are engaged as agents or servants to the same master for a common object, the master is not bound to make compensation to one servant in respect of loss or damage arising from the misconduct, negligence, or want of skill of the other, unless he neglected to use ordinary care in the selection of the servant who has caused the injuries.

Illustrations.

(*a.*) A. employs B. to build a house according to a particular plan. The house cannot be built without obscuring the lights of a neighbour's house. The house is built accordingly. A. is liable to make good the loss or damage thereby sustained by the neighbour.

(*b.*) The guard of a train is injured through the neglect of the plate-layers to keep the line in proper order. Ordinary care had been used in the selection of the plate-layers. The Railway Company is not liable to indemnify the guard.

Compensation to agent for injury caused by principal's neglect.

221. The master must make compensation to his agent or servant in respect of injury caused to such agent or servant by the master's neglect or want of skill.

Illustration.

A. employs B. as a brick-layer in building a house, and puts up the scaffolding himself. The scaffolding is unskilfully put up, and B. is in consequence hurt. A. must make compensation to B.

Profit resulting from agent's fraud.

222. The principal cannot retain any profit resulting from the fraud of his agent, although such fraud have been unathorized by or unknown to the principal.

Agent's responsibility for injuries arising from neglect.

223. An agent is not responsible to third persons for injuries to them arising from his neglect of duty, but he is bound to make compensation to his employer in respect of all sums properly paid by him on account of such injuries.

Illustration.

A. is bound to cover in a drain in front of his house, and employs B. to do so. B. neglects to cover in the drain; in consequence of B.'s negligence, C. falls into the drain, and is hurt. B. is not liable to make compensation to C; but B. must make compensation to A. in respect of any compensation which A. has been compelled to make to C.

Agent's responsibility for wrongful acts.

224. An agent is in all cases responsible to third persons for wrongful acts done by him, though such acts may have been previously commanded or subsequently ratified by his employer.

225. An agency is terminated by the principal revoking his authority or by the agent renouncing the business of the agency, or by the business of the agency being completed, or by either the principal or agent dying or becoming of unsound mind: or by the principal being adjudicated an Insolvent under the provisions of any Act for the time being in force for the relief of Insolvent Debtors.

Termination of agency.

226. Where the agent has himself an interest in the property which forms the subject matter of the agency, the agency cannot be terminated to the prejudice of such interest.

Where agency is coupled with an interest.

Illustrations.

(*a*.) A. gives authority to B. to sell A.'s land, and to pay himself out of the proceeds the debts due to him from A. A. cannot revoke this authority, nor can it be terminated by his insanity or death.

(*b*.) A. consigns 1,000 bales of cotton to B., who has made advances to him on such cotton, and desires B. to sell the cotton, and to repay out of the price the amount of his own advances. A. cannot revoke this authority, nor is it terminated by his insanity or death.

227. The principal may (save as is otherwise provided by the last preceding section) revoke the authority given to his agent at any time before the authority has been exercised so as to bind the principal.

Revocation of agent's authority.

228. The principal cannot revoke the authority given to his agent after the authority has been partly exercised, so far as regards such acts and obligations as arise from acts already done in the agency.

Revocation where authority has been partly exercised.

Illustrations.

(*a*.) A. authorizes B. to buy 1,000 bales of cotton on account of A., and to pay for it out of A.'s monies remaining in his hands. B. buys 1,000 bales of cotton in his own name, so as to make himself personally liable for the price. A. cannot revoke his authority so far as regards payment for the cotton.

(*b*.) A. authorizes B. to buy 1,000 bales of cotton on account of A., and to pay for it out of A.'s monies remaining in B.'s hands. B. buys 1,000 bales of cotton in A.'s name, and so as not to render himself personally liable for the price. A. can revoke B.'s authority to pay for the cotton.

229. If it has been agreed expressly or by implication that the agency should be continued for any period of time, the principal must make compensation to the agent, or the agent to the principal, as the case may be, for any previous revocation or renunciation of the agency without sufficient cause.

Compensation for revocation or renunciation.

230. Reasonable notice must be given of such revocation or renunciation, or the damage thereby resulting to the principal or the agent, as the case may be, must be made good to him by the other.

Notice of revocation or renunciation.

231. Revocation and renunciation may be expressed, or may be implied in the conduct of the principal or agent respectively.

Revocation and renunciation may be expressed or implied.

Illustration.

A. empowers B. to let A.'s house. Afterwards A. lets it himself. This is an implied revocation of B.'s authority.

232. The termination of the authority of an agent does not, so far as regards the agent, take effect before it becomes known to him, or, so far as regards third persons before it becomes known to them.

When termination of agent's authority takes effect.

Illustrations.

(*a*.) A. directs B. to sell goods for him, and agrees to give B. 2 per cent. commission on the price fetched by the goods. A. afterwards by letter revokes his authority. B., after the letter is sent, but before he receives it, sells the goods for 100 Rupees. The sale is binding on A., and B. is entitled to two Rupees as his commission.

(*b*.) A., at Madras, by letter directs B. to sell some cotton lying in a warehouse in Bombay for him, and afterwards by letter revokes his authority to sell, and directs B. to send the cotton to Madras. B. after receiving the second letter enters into a contract with C., who knows of the first letter, but not of the second, for the sale to him of the cotton. C. pays B. the money, with which B. absconds. The contract is binding on A.

233. When an agency is terminated by the principal dying or becoming of unsound mind, the agent is bound to take all reasonable steps for the protection and preservation of the interest entrusted to him.

Agent's duty on termination of agency by principal's death or insanity.

Illustrations.

(*a*.) A., in London, consigns to his agent B., at Calcutta, for sale, a cargo of porcelain. A dies. B.'s duty, under ordinary circumstances, is to warehouse and retain the porcelain.

(*b*.) A., in New York, consigns to B., in Calcutta, for sale, a cargo of ice. A. dies. It is B.'s duty to sell the ice as soon as possible.

234. The termination of the authority of an agent causes the termination of the authority of all sub-agents appointed by him, subject to the rules herein contained regarding the termination of an agent's authority.

Termination of sub-agent's authority.

PART VIII.

Of Partnership.

235. Partnership is the relation which subsists between persons who have agreed to combine their property, labour, or skill in some business, and to share the profits thereof between them.

'Partnership' defined.

Persons who have entered into partnership with one another are called collectively a firm.

'Firm' defined.

Illustrations.

(*a*.) A. and B. buy 100 bales of cotton which they agree to sell for their joint profit; A. and B. are partners in respect of such cotton.

(*b*.) A. and B. buy 100 bales of cotton, agreeing to share it between them. A. and B. are not partners.

(*c*.) A. agrees with B., a goldsmith, to buy and furnish gold to B., to be worked up by him and sold, and that they shall share in the profits. A. and B. are partners.

(*d*.) A. and B. agree to work together as carpenters, but that A. shall receive all profits, and shall pay wages to B. A. and B. are not partners.

(*e*.) A. and B. are joint owners of a ship. This circumstance does not make them partners.

Lender not a partner by advancing money for share of profits.

236. A loan to a person engaged or about to engage in any trade or undertaking upon a contract with such person that the lender shall receive interest at a rate varying with the profits, or that he shall receive a share of the profits, does not, of itself, constitute the lender a partner or render him responsible as such.

Property left in business by retiring partner or deceased partner's representative.

237. In the absence of any agreement to the contrary, property left by a retiring partner or the representative of a deceased partner to be used in the business, is to be considered a loan within the meaning of the last preceding section.

Contract for servant's remuneration by share of profits.

238. No contract for the remuneration of a servant or agent of any person engaged in any trade or undertaking by a share of the profits of such trade or undertaking shall, of itself, render such servant or agent responsible as a partner therein nor give him the rights of a partner.

Annuity out of profits to widow or child of deceased partner.

239. No person being a widow or child of a deceased partner of a trader, and receiving by way of annuity a portion of the profits made by such trader in his business, shall, by reason only of such receipt, be deemed to be a partner of such trader, or be subject to any liabilities incurred by him.

Portion of profits received for sale of good-will.

240. No person receiving by way of annuity or otherwise a portion of the profits of any business, in consideration of the sale by him of the good-will of such business, shall, by reason only of such receipt, be deemed to be a partner of the person carrying on such business, or be subject to his liabilities.

Responsibility of person leading another to believe him a partner.

241. A person who has, by words spoken or written, or by his conduct, led another to believe that he is a partner in a particular firm is responsible to him as a partner in such firm.

Liability of person permitting himself to be represented as a partner.

242. Any one permitting himself to be represented as a partner is liable as such to third persons who, on the faith thereof, give credit to the partnership.

Minor partner.

243. A person who is under the age of majority, according to the laws to which he is subject, may be admitted to the benefits of partnership, but cannot be made personally liable for any obligation of the firm; but the share of such minor in the property of the firm is liable for the obligations of the firm.

Liability of minor partner on attaining majority.

244. A person who has been admitted to the benefits of partnership under the age of majority, becomes, on attaining that age, liable for all obligations incurred by the partnership since he was so admitted, unless he gives public notice within a reasonable time of his repudiation of the partnership.

Partner's liability for debts of partnership.

245. Every partner is liable for all debts and obligations incurred by or on behalf of the partnership.

Partner's liability to third person for neglect or fraud of co-partner.

246. Every partner is liable to make compensation to third persons in respect of loss or damage arising from the neglect or fraud of any partner in the management of the business of the firm.

Partner's power to bind co-partners.

247. Each partner who does any act necessary for or usually done in carrying on the business of such a partnership as that of which he is a member, binds his co-partners to the same extent as if he were their agent duly appointed for that purpose.

Exception.—If it has been agreed between the partners that any restriction shall be placed upon the power of any one of them, no act done in contravention of such agreement shall bind the firm with respect to persons having notice of such agreement.

Illustrations.

(*a.*) A. and B. trade in partnership. A. residing in England and B. in India. A. draws a bill of exchange in the name of the firm. B. has no notice of the bill, nor is he at all interested in the transaction. The firm is liable on the bill, provided the holder did not know of the fraud.

(*b.*) A., being one of a firm of solicitors and attorneys, draws a bill of exchange in the name of the firm without authority. The other partners are not liable on the bills.

(*c.*) A. and B. carry on business in partnership as bankers: a sum of money is received by A. on behalf of the firm. A does not inform B. of such payment, and afterwards A. appropriates the money to his own use. The partnership is liable to make good the money.

(*d.*) A., a partner, takes upon him to agree that his firm shall submit to an arbitration. His undertaking is void.

(*e.*) A. and B. are partners. A. with the intention of cheating B., goes to a shop and purchases articles such as might be used in the partnership business, which he converts to his own separate use, there being no collusion between him and the seller. The firm is liable for the price of the goods.

Annulment of agreement defining partners' rights and obligations.

248. Where partners have by agreement regulated and defined as between themselves their rights and obligations; such agreement can be annulled or altered only by consent of all of them, which consent must either be expresssd or be implied from a uniform course of dealing.

Illustration.

A., B., and C. intending to enter into partnership, execute written articles of agreement, by which it is stipulated that the net profits arising from the partnership business shall be equally divided between them. Afterwards they carry on the partnership business for many years, A. receiving one-half of the net profits, and the other half being divided equally between B. and C. without any remonstrance on their part. This course of dealing supersedes the provision in the articles as to the division of profits.

General rule determining partner's mutual relations.

249. In the absence of any agreement to the contrary, the relations of the partners to each other are determined by the following rules:—

(1.) All partners are joint owners of all property originally brought into the partnership stock, or bought with money belonging to the partnership, or acquired for purposes of the partnership business. All such property is called partnership

property. The share of each partner in the partnership property is the value of his original contribution, increased or diminished by his share of profit or loss.

(2.) All partners are entitled to share equally in the profits of the partnership business, and must contribute equally towards the losses sustained by the partnership.

(3.) Each partner has a right to take part in the management of the partnership business.

(4.) Each partner is bound to attend diligently to the business of the partnership, and is not entitled to any remuneration for acting in such business.

(5.) All ordinary matters of partnership business may be done with the consent of the majority of the partners; but no change in the nature of the business of the partnership can be made, except with the consent of all the partners.

(6.) No person can introduce a new partner into a firm without the consent of all the partners.

(7.) If from any cause whatsoever, any member of a partnership ceases to be so, the partnership is dissolved as between all the other members.

(8.) Unless the partnership has been entered into for a fixed term, any partner may retire from it at any time.

(9.) Where a partnership has been entered into for a fixed term, no partner can during such term retire, except with the consent of all the partners, nor can he be expelled by his partners for any cause whatever.

(10.) Partnerships, whether entered into for a fixed term or not, are dissolved by the death of any partner.

When Court may dissolve partnership.

250. At the suit of a partner the court may dissolve the partnership in the following cases :—

(1.) When a partner becomes of unsound mind.

(2.) When a partner other than the person suing has been adjudicated an insolvent under any law relating to insolvent debtors.

(3.) When a partner other than the person suing has done any act by which the whole interest of such partner is legally transferred to a third person.

(4.) When any partner becomes incapable of performing his part of the partnership contract.

(5.) When a partner other than the person suing is guilty of gross misconduct in the affairs of the partnership or towards his partners.

(6.) When the business can only be carried on at a loss.

Dissolution of partnership by prohibition of business.

251. A partnership is in all cases dissolved by its business being prohibited by law.

Application of original terms to partnership continued under them.

252. If a partnership entered into for a fixed term be continued after such term has expired, the rights and obligations of the partners will, in the absence of any agreement to the contrary, remain the same as they were at the expiration of the term, so far as such rights and obligations can be applied to a partnership dissolvable at the will of any partner.

General duties of partners.

253. Partners are bound to carry on the business of the partnership for the greatest common advantage, to be just and faithful to each other, and to render true accounts and full information of all things affecting the partnership to any partner or his legal representatives.

Benefit derived from transaction affecting partnership.

254. A partner must account to the firm for any benefit derived from a transaction affecting the partnership.

Illustrations.

(*a.*) A. and B. are partners for the sale of a mineral of a certain description. A. keeps a shop near a mine where this mineral is found, and buys it from the miners, giving them goods in which he deals in exchange. A. must account to B. for the profit which he obtains by selling his own goods, as well as for that which he derives from the sale of the mineral.

(*b.*) A., B., and C. are partners in trade. C., without the knowledge of A. and B., obtains for his own sole benefit a lease of the house in which the partnership business is caried on. A. and B. are entitled to participate, if they please, in the benefit of the lease.

(*c.*) A., B., and C. carry on business together in partnership as merchants, trading between Bombay and London. D., a merchant in London, to whom they make their consignments, secretly allows C. a share of the commission which he receives upon such consignments, in consideration of C.'s using his influence to obtain the consignments for him. C. is liable to account to the firm for the money so received by him.

Profits made in competing business.

255. If a partner, without the knowledge and consent of the other partners, carries on any business competing or interfering with that of the firm, he must account to the firm for all profits made in such busiuess, and must make compensation to the firm for any loss occasioned thereby.

Liability of incoming partner.

256. Every person introduced as a partner into pre-existing firm, is subject to all the obligations incurred by the firm before he was introduced.

Non-revocation of continuing guarantee by change in firm.

257. A continuing guarantee given either to a firm or to a third person in respect of the transactions of a firm, is not revoked as to future transactions by any change in the firm to which, or in respect of the transactions of which, such guarantee was given.

Non-liability of deceased partner's estate for subsequent obligations.

258. The estate of a partner who has died is not liable in respect of any obligation incurred by the firm after his death.

Payment of partnership-debts, and of separate debts.

259. Where there are joint debts due from the partnership, and also separate debts due from any partner, the partnership property must be applied in the first instance in payment of the debts of the firm, and

if there is any surplus, then the share of each partner must be paid to him or applied in payment of his separate debts. The separate property of any partner must be applied first in the payment of his separate debts, and the surplus (if any) in the payment of the debts of the firm.

Continuance of partners' rights and obligations after dissolution.

260. After a dissolution of partnership the rights and obligations of the partners continue in all things necessary for winding up the business of the partnership.

Notice of dissolution.

261. Persons dealing with a firm will not be affected by a dissolution of which no public notice has been given, unless they had themselves notice of such dissolution.

Winding-up by Court after termination of partnership.

262. In the absence of any agreement to the contrary, after the termination of a partnership, each partner or his representatives may apply to the Court to wind up the business of the firm, to provide for the payment of its debts, and to distribute the surplus according to the shares of the partners respectively.

Limited-liability partnerships, incorporated partnerships, and joint-stock companies.

263. Extraordinary partnerships, such as partnerships with limited liability, incorporated partnerships, and joint stock companies, shall be regulated by the law now in force in India relating thereto until further provision shall be made in that behalf.

FIRST SCHEDULE.

Number of Statute or Act.	Title of Act.	Extent of repeal.
Stat. 29 Car. 2, Cap. 3.	An Act for prevention of Frauds and Perjuries.	Sections 1, 2, 3, 4 and 17.
Stat. 11 & 12 Vic., Cap. 21.	To consolidate and amend the law relating to insolvent debtors in India.	Section 42.
Act XIII of 1840.	An Act for the amendment of the law regarding factors by extending to the territories of the East India Company, in cases governed by the English law, the provisions of the the Stat. 4, Geo. iv, c. 83, as altered and amended by the stat. 6, Geo. iv, c. 94.	The whole.
Act XIV of 1840.	An Act for rendering a written memorandum necessary to the validity of certain promises and engagements by extending to the territories of the East India Company, in cases governed by English law, the provisions of Stat. 9 Geo. iv, Cap. 14.	The whole, except Section 4.
Act V of 1866	To provide a summary procedure on Bills of Exchange, and to amend in certain respects the commercial law of British India.	Section 10.
Act XV of 1866.	To amend the law of Partnership in India.	The whole.

SECOND SCHEDULE.

Number of Statute or Act.	Title of Act.	Extent of saving.
Act XI of 1841.	Military Courts of Requests Act.	Section 9.
Act XXI of 1848.	For avoiding wagers ...	The whole.
Act VI of 1849.	For securing Military and Naval pensions and superannuation allowances.	Section 3.
Act XIX of 1850.	Concerning the binding of apprentices.	Sections 8, 9, 10, 11, 12, 22.
Act XVIII of 1853.	For regulating the sale of spirituous liquors, &c., in cantonments.	So much as is not repealed.
Act XVIII of 1854.	An Act relating to Railways in India.	Sections 9, 10, and 11.
Stat. 17 and 18 Vic., Cap. 104.	The Merchant Shipping Act, 1854.	Section 544.
Act I of 1859.	For the amendment of the law relating to Merchant Seamen.	So much as relates to agreements with Seamen.
Act XIII of 1859.	To provide for the punishment of breaches of contract by artificers, workmen, and labourers in certain cases.	The whole.
Act XV of 1863.	To amend Act I of 1859 ...	Section 3.
Act III of 1865.	The Carriers' Act, 1865 ...	The whole.
Act XIV of 1866.	The Indian Post Office Act, 1866.	Section 65.
Act VIII of 1867.	To amend the law relating to Horse-racing in India.	The whole.

Statement of Objects and Reasons.

The Bill now submitted to the Council of the Governor General for making Laws and Regulations embodies the draft Law of Contract prepared under the superintendence of the Indian Law Commissioners. A series of sections having reference to one particular subject has been omitted for reasons which will be afterwards assigned; but with this exception no change has been made in the draft of the Commissioners other than the correction of some minor errors, of which a few appear to be either clerical or typographical.

"The Indian Contract Law"—which is the designation proposed for the measure—constitutes the second chapter transmitted to India of the intended Code of Substantive Civil Law. If it becomes law, it will differ in one important particular from the chapter which has already received legislative sanction. The "Indian Succession Act," so far at least as regards Intestate Succession, was never intended to include Hindoos and Mahomedans, and the Indian Legislature further exempted Buddhists from its operation. But the Commissioners recommend, and the present Bill proposes, that the new Indian Contract Law shall be of universal application in India.

The recommendation of the Commissioners appears to be justified, not only by the abstract consideration that Contract is the branch of Law on which men of all times and races have come most nearly to indential conclusions, but also by the actual condition of the Law of Contract in India. The state of that Law is thus described in general terms by the Commissioners:—

"Within the limits of the Presidency Towns, the decision of suits of the nature is practically

governed by the Law of England, and everywhere else the Judge is to a great extent without the guidance of any positive Law beyond the rule that his decision shall be such as he deems to be in accordance with 'justice, equity, and good conscience.'"

This description needs only to be qualified by the remark that the decisions assumed to be dictated by 'justice, equity, and good conscience,' have of late years been much affected, as a fact, by the English Law of Contract as gathered from the ordinary text books in use among English practitioners.

The largeness of the sphere practically occupied in India by the English Law of Contract, is in truth the justification of the course which has been followed by the Commissioners. Their draft will be found to consist of the English Law of Contract, much simplified, and altered in some particulars so as to accommodate it to the circumstances of this country. As the sections relating to sale do not apply to the sale of immoveable property, and as the law regarding negotiable instruments forms no part of the present measure, the amount of native law which it will displace will be extremely minute.

The principal changes which it is proposed to introduce into the English Law of Contract, considered as the basis of the present measure, are thus indicated by the Commissioners:

"We have not adopted in framing these rules the provisions of the English Statute of Frauds which require certain contracts to be in writing. Those provisions are not of unquestionable expediency even in England; and we think that they are not suited to the habits and present condition of the people of India.

"We have considered whether it would be expedient to render binding in law promises made without consideration. By the English law such promises are held to be binding only when expressed in writings under seal. We have not recognized any distinction between writings under seal and writings not under seal; but we think that, in order to give validity to promises made without consideration, it ought to appear that they were made with due deliberation. In order to attain this object, we propose that such promises shall be binding only when they are given in writing, and are registered with the permission of the promisor, according to the provisions of the law for the time being in force for the registration of assurances.

"By the English law a promise by a creditor to give time for the payment of an existing debt, or the acceptance by him, in full satisfaction of his demand, of a smaller sum than that which is due to him, is not binding on him unless there has been some new consideration given for it, such as an undertaking to give an additional or different security, or to pay the debt in a manner or at a time more advantageous to the creditor than that originally agreed upon; or unless the creditor's engagement to take less than his due, or to give time, be contained in a composition, deed, or agreement entered into by the debtor with his creditors generally; but a slight variation of the terms of the contract will satisfy these conditions. We have provided, that a person who is entitled to claim performance of an engagement, may dispense with or remit such performance wholly or in part, or may accept instead of it any satisfaction which he thinks fit.

"With regard to goods sold by a person who has no right to sell them, the general rule of English law is that the owner of the goods retains the ownership notwithstanding his having lost the possession of them and their having been sold to a third person. But from this rule there is an exception in the case of goods sold in open market, an expression which, by the custom of London, applies to every shop within the city.

"It cannot be denied that the subject is difficult. We have to consider, on one hand, the hardship suffered by an innocent person who losses in this way his right to recover what was his undoubted property. But, on the other hand, still greater weight appears to us to be due to the hardship which a *bonâ fide* purchaser would suffer were he to be deprived of what he bought. The former is very often justly chargeable with remissness or negligence in the custody of the property. The conduct of the latter has been blameless. The balance of equitable consideration is therefore on the side of a rule favourable to the purchaser; and we think that sound policy with respect to the interests of commerce points to the same conclusion.

"We have, therefore, provided that the ownership of goods may be acquired by buying them from any person who is in possession of them, if the buyer acts in good faith, and under circumstances which are not such as to raise a reasonable presumption that the person in possession has no right to sell them.

"Similar provisions have been inserted—in accordance, we may observe, with the spirit of the Factors' Act—to meet the cases of those who have purchased goods or taken them by way of pledge from persons in possession of any documentary title to the goods, where the circumstances are not such as to raise a reasonable presumption that the person in possession of the documents has no right to sell or to pledge the goods.

"It would seem that by the English law if a buyer, or any person claiming under him, is by reason of the invalidity of the seller's title deprived of the thing sold, he cannot claim compensation from the seller for loss thereby caused. We propose that in such cases the seller shall be responsible, unless a contrary intention appears by the agreement.

"In order to avoid the litigation which arises under the English law on the subject of the distinction between penalty and liquidated damages where the contract contains a stipulation that a specified sum shall be paid in case of its breach, we propose that the rule of law shall have no regard to that distinction, but simply require payment of the specified sum.

"In dealing with the Law of Suretyship, we have not thought it right to recognize a transaction so complicated, and tending so much to the unfair devolution of liability on the surety, as that by which a creditor who makes a composition with or agrees to give time to, or not to sue the principal, may yet reserve his rights and remedies against the surety. By the rule which we propose, an agreement between the creditor and the principal, by which the creditor makes a composition with, or agrees to give time to the principal, or not to sue him, will discharge the surety; no exception being made in favour of the creditor in the case where he has endeavoured to reserve his rights and remedies against the surety. From a wish to avoid subtleties, and the attaching of

unforeseen consequence to men's actions, we have provided that where there are co-sureties, a release of one of them by the creditor shall not discharge the others, nor free that one from responsibility to them.

"Adopting a provision of the French and Italian Codes, we propose that the surety shall be discharged by any act or omission of the creditor, only in case the eventual remedy of the surety against the principal is thereby impaired. We also propose to enact that where upon the face of an agreement two persons are primarily liable to a third person, that liability shall not be effected so far as regards the third person by an arrangement between the two, that one of them shall be liable only upon the default of the other, even although such arrangement may have been known to the third person, unless he was a party to the arrangement. In this we adhere to the old and simple doctrine of the Common Law, rejecting the qualifications introduced by Courts of Equity.

"In our rules on the subject of Bailment we have discarded the complicated system of gradation which the English law applies to the amount of care which a bailee is to be expected to exercise and the responsibility which is to attach to him; and we have framed our proposed law on the principle that in all cases of bailment the bailee is bound to take as much care of the goods bailed to him as a man of ordinary prudence would take of his own goods, and that more should not be required of him in any case.

"We have endeavoured to improve the law applicable to the case where the bailor's goods have, without the consent of the bailor, been mixed up with the goods of the bailee, so that they cannot be separated. The remedy which our rule provides is, that the bailor shall be entitled to receive compensation for the loss of his goods, which seems more expedient than the provision of the English law, that the whole shall go indiscriminately to the person whose goods have been mixed without his consent.

"We have provided that a continuing guarantee given by, to, or for a firm, shall not be rendered invalid by a change in the firm.

"In regulating the devolution of rights and liabilities, we propose, in accordance with the rule of English Courts of Equity and of the Indian Code of Civil Procedure, that joint liabilities and rights shall, after the death of one of the persons liable or entitled go to his representative jointly with the survivor, and after the death of the survivor to the representatives of both jointly.

"We propose to lay it down that a person with whom a contract has been entered into in the character of agent, is not entitled to require the performance of it if he was in reality acting not as agent but on his own account.

"In defining the responsibility of a master for the misconduct of his servant, we have stopped a little short of the limits assigned to it by the English law. We think that the responsibility ought to cease as soon as the misconduct assumes the character of intentional wrongdoing.

"According to the English law, when there is any partnership property, the separate property of any partner must be employed first in the payment of his separate debts; and the surplus, if any, in the payment of the partnership debts; but when there is no partnership property the separate property of any partner must be applied equally to the payment of all the partnership and separate debts for which such partner is liable. It thus depends upon the existence or non-existence of partnership property, no matter how small in amount, which of the two rules is to govern the division of the separate property of the partners. We have thought it right so to frame the law that the rule first stated, which is more equitable, shall prevail whether there is any partnership property or not. The principle on which we proceed is that of having regard to the views of the creditor in giving the credit. In contracts with a firm partnership property is primarily looked to; in dealings with a partner with which the firm has nothing to do, all that is looked to is his own sufficiency.

"Adopting a rule which is to be found in the German and the Italian Commercial Codes, we propose that every person introduced as a partner into a pre-existing firm shall be subject to all the obligations incurred by the firm before he was introduced.

"We have adopted, with such verbal alterations as were necessary to bring them into harmony with the language of our rules, the provisions of a law lately passed by the Indian Legislature, Act XV. of 1866, for relieving those who participate in the profits of a partnership without being really partners, from becoming liable for the engagements of the firm."

It may be said of these proposed modifications of English law, that while all, or nearly all of them, have commended themselves to the approval of enlightened lawyers, not a few are being gradually carried out in England without the aid of the legislature, through the direction given of late years to the current of judicial decision.

It has been stated that a certain number of sections contained in the Commissioners' draft have been omitted from the present Bill. These sections, numbered from 51 to 59, will be found in the Appendix, together with the paragraph in the Commissioner's Report which describes their character. They relate to the Specific Performance of Contracts and to Injunctions against breach of Contract; and they would in effect necessitate the repeal of certain portions of the Code of Civil Procedure.

The existing Law of India on the subject of the Specific Performance of Contracts is given by Section 192 of the Code of Civil Procedure. The law on the subject of Injunctions against breach of Contract, which to a very great extent discharge the office of decrees for Specific Performance is contained in Section 93 of the Code. The language of both sections is so wide as to embrace contracts of every description.

It cannot be said that the latitude thus given to Specific Performance and analogus remedies is without precedent. It is not known that in Continental European countries there is any limit to the power of decreeing the Specific Peformance of Contracts, except the discretion of the Court. But the Law of India on the subject is considerably wider than the Scottish Law, which, again, is wider than the Law of England. The Law of Specific Performance in England is, in fact, the narrowest in the world—less probably owing to deliberate intention than to the reluctance of Equity Judges to put freely in motion the once cumbrous and costly machinery of the Court of Chancery.

There is no doubt that, from an English point of view, the Indian Law of Specific Performance is too little restricted. But, on the other hand,

owing to difficulties of procedure, and especially to those arising out of the system of appeal, there are large numbers of contracts to which this class of remedies cannot be effectually applied, and it is believed accordingly that decrees for Specific Performance and Injunctions against breach of Contract are comparatively rare in India.

Under these circumstances, when the time for the first revision of the Code of Civil Procedure approached, a number of sections were prepared, and (with amendments and additions) were inserted in a draft revised Code, having for their object to place the extraordinary civil remedies on what appeared to be a more satisfactory footing. On the one hand, the classes of contracts to which they were applicable were more strictly defined, and various provisions were inserted to prevent the remedies, themselves from operating with undue harshness against defendants. On the other hand, the procedure was so simplified as to make the remedies, thus altered and limited, of considerably easier application.

The sections in question, together with the draft of a revised Code of Procedure, were submitted by the Secretary of State to the Indian Law Commissioners. The Commissioners, in dissenting from them, expressed an opinion that no Law of Specific Performance of the kind proposed, however carefully guarded, would be safe from abuse in India.

The question thus raised by the Law Commissioners is doubtless one of much difficulty as well of great importance. It may be argued on the one hand that there is no country in which damages afford practically so imperfect a redress for breach of contract as they do in India, and none in which the prospect of having to pay damages operates so slightly to compel the performance of agreements. It may be contended on the other side that, under the circumstances of the country and people, all facilities for applying any unusal compulsion are peculiarly liable to be abused.

The sections omitted from the present Bill were doubtless framed by the Commissioners under the influence of the feeling just indicated. They in effect propose for India a Law of Specific Performance of Contract and of Injunction against meditated breach of contract, which would be narrower than that of England, which again is narrower, as has been stated, than that of any known community.

It is now proposed to omit these sections on two grounds. The first is that, in the opinion of the Member of Council charged with this Bill—an opinion which apparently coincides with that entertained by the framers of the Code of Civil Procedure—the proper place for defining the extraordinary, as well as the ordinary, civil remedies applicable in suits on contract is a Code of Procedure, not a Code of Substantive Law. Owing to the historical connection between law and procedure, there is often a close association in men's minds between the two, and sometimes there is practical difficulty in disentangling them. If, however, we could suppose that a Code of Substantive Civil Law and a Code of Civil Procedure were being framed simultaneously, and that the framer of the Codes had the power of placing the Law of Specific Performance in either Code, there cannot be much doubt that he would consider it as cognate to Procedure rather than to Substantive Law.

The second reason for omission is of a less technical character. It appears very desirable to leave the new Substantive Law of Contract to its operation for some little time, before that question of remedies in cases of breach of contract, which has been so long and so hotly disputed in India, is brought forward anew for discussion. It may be reasonably suspected that much of the disinclination which has been felt to investing the plaintiff in suits on contract with more than a bare claim to pecuniary damages, has arisen from the feeling that the Civil Courts of the Mofussil, in the absence of definite and accessible rules for their guidance, have scarcely been in a position to determine with accuray the proper legal relations of contracting parties, or to apply to contracts the proper tests of validity and invalidity. If, however, the Legislature adopts the present Bill, India will be in possession of a body of Contract-Law which leaves nothing to be desired in point of simplicity and comprehensiveness, in respect of the essential equity of its provisions, and in respect of the perspicuity with which those provisions are set forth. It is probable, and indeed certain, that the effect of the new law will be, after a while, to place all questions of contract, and of procedure in suits on contract, in a far clearer light. A distinct advantage will thus be gained by postponing the subject of Specific Performance and other cognate remedies until the Legislature again addresses itself to the revision of the Code of Civil Procedure—a revision which, after it had been proceeded with some way, has been deferred for the present under the instructions of Her Majesty's Government.

H. S. MAINE.

SIMLA,
The 9th July 1867.

APPENDIX.

"We propose that the extraordinary remedy of an order for Specific Performance should be restricted to the case of engagements for the creation or transfer of any interest in immoveable property or for the delivery of any specific article of moveable property. We have not, however, thought it right to include in the former category agreements to cultivate land in a particular manner or to grow particular crops; and we have provided that Injunctions shall not be granted to restrain the breach of engagements relating to the cultivation of land or the growing of particular crops.

* * * *

"51. Specific Performance of a contract is the doing or the delivery of the thing contracted for, as the case may be, according to the terms of the contract.

"52. Where an engagement by contract has been made between any persons for the creation or transfer of any interest in immoveable property, or for the delivery of any specific article of moveable property, and the party who has entered into such engagement fails to perform it, the Court may at the suit of any other party to the contract, order Specific Performance of the engagement, with or without compensation in respect of loss or damage caused by his default.

"*Explanation.*—An agreement to cultivate land in a particular manner, or to grow particular crops does not create such an interest in immoveable property as is contempleted by this section.

Illustrations.

"(*a.*) A. agrees with B. to sell him a house for 1,000 Rupees. B. is entitled to a decree directing A. to convey the house to him, he paying the purchase money.

"(*b.*) A. agrees with B. to give him a bill of lading of a certain cargo. B. is entitled to have the bill of lading signed by A.

"(*c.*) A. agrees with B. to prepare and sow, and cultivate a field with indigo, and to deliver him the crop; when the crop is cut and ready for delivery B. is entitled to have the crop delivered to him in specie, but he is not entitled to a decree directing A. to prepare, or sow, or cultivate.

"(*d.*) A. agrees with B. that he will paint a picture for him, and the picture is painted. B. is entitled to have it delivered to him, but B. is not entitled to a decree ordering A. to paint or to complete the painting of the picture.

"(*e.*) A. agrees with B. to edit a periodical work for the remuneration of 1,000 Rupees per month. B. cannot enforce against A. the Specific Performance of this contract; and as the rights and obligations are mutual, A. cannot enforce against B. the Specific Performance of this contract.

"[*N. B.*—In this case either party can obtain compensation for the loss sustained by him by the failure of the other to perform his engagement.]

"(*f.*) A. agrees with B. to deliver to him 40 chests of indigo at 1,000 Rupees per chest. A. fails to perform his engagement. B. cannot obtain Specific Performance of the contract, but can obtain compensation for the loss sustained by him by reason of A.'s failure to complete the contract.

"(*g.*) A. agees with B. to sell him a house for 10,000 Rupees, the price to be paid and possession given on the 1st of January 1865. A. fails to perform his engagement. B. brings his suit for Specific Performance, which is decided in his favour on the 1st January 1866. The decree ought, besides ordering Specific Performance, to award to B. compensation for any loss or damage which he has sustained by A.'s refusal.

"53. Where a party to a contract is unable to perform the whole of the engagement which he has entered into with another party, but the part which must be left unperformed bears only a small proportion to the whole in value, and admits of compensation in money, the Court may, at the suit of either party, direct the Specific Performance of so much of the engagement as can be performed, and award compensation in money for the deficiency. In such case neither party shall be entitled to compensation for loss or damage caused by the neglect or default of the other party to perform the engagement.

Illustration.

"A. agrees to sell B. a piece of land consisting of 100 beegahs. It turns out that 98 beegahs of the land belong to A, and the two remaining beegahs to a stranger, who refuses to part with them. A. may be directed at the suit of B. to convey to B. the 98 beegahs and to make compensation to him for not conveying the two remaining beegahs; or B. may be directed, at the suit of A., to pay to A. on receiving the conveyance and possession of the land, the stipulated purchase money, less a sum awarded as compensation for the deficiency.

"54. Where a party to a contract is unable to perform the whole of the engagement which he has entered into with another party, and the part which must be left unperformed forms a considerable portion of the whole, the party in default is not entitled to obtain a decree for Specific Performance, but the Court may, at the suit of the other party, direct the party in default to perform specifically so much of the engagement as he can perform, provided that the party seeking Specific Performance relinquishes all claim to further performance, and all right to compensation either for ths deficiency or for the loss or damage sustained by him through the default of the other party.

Illustrations.

"(*a.*) A. agrees to sell to B. a piece of land consisting of 100 beegahs. It turns out that 50 beegahs of the land belong to A., and the other 50 beegahs to a stranger, who refuses to part with them. A. cannot obtain a decree against B. for the Specific Performance of the contract; but if B. is willing to pay the price agreed upon, and to take the 50 beegahs which belong to A., waiving all right to compensation either for the deficiency or for loss sustained by him through A.'s neglect or default, B. is entitled to a decree, directing A. to convey those 50 beegahs to him on payment of the purchase money.

"(*b.*) A. agrees to sell to B. an estate with a house and garden for 1,00,000 Rupees. It turns out that A. is unable to convey the garden. A. cannot obtain a decree against B. for the Specific Performance of the contract; but if B. is willing to pay the price agreed upon, and to take the estate and house without the garden, waiving all right to compensation either for the deficiency or for loss sustained by him through A.'s neglect or default, B. is entitled to a decree, directing A. to convey the house to him on payment of the purchase money.

"55. Except in cases coming under one or other of the two last preceding sections, it is not competent for the Court to direct the Specific Performance of a part of an engagement by contract.

"56. It shall be competent to the Court to award compensation in cases where Specific Performance is used for, and the Court does not think fit to order it.

"57. In every case the Court shall have power to give compensation in money in lieu of the Specific Performance of the contract, where it shall appear to the Court that Specific Performance would inflict damage or injury on one party to the contract without any corresponding benefit to the party seeking Specific Performance.

"58. Where the Specific Performance of an engagement is ordered, and it appears to the Court that such Specific Performance ought to be made by a party by executing a conveyance, or by endorsing a negotiable instrument, and the party ordered to execute or endorse such conveyance or negotiable instrument shall neglect or refuse so to do, any party interested in having the same executed or endorsed, may prepare a conveyance or endorsement of the instrument in accordance with the terms of the decree, and tender the same to the Court for execution upon the proper stamp (if any is required by law), and the signature thereof by the judge, shall have the same effect as the execution or endorsement thereof by the party ordered to execute.

"59. Where a contract contains an engagement, express or implied, by one party, that he will abstain from doing any act, the Court may at the suit of another party issue an Injunction to restrain the breach of such engagement, provided such other party has not failed to perform his own engagement.

"*Exception.*—This section shall not apply to engagements relating to the cultivation of land or the growing particular crops.

Illustrations.

"(*a.*) A. agrees with B. that he will sing at B.'s theatre for a twelve month. B. cannot have an order directing A. to sing, but he is entitled to have an order restraining A. from singing at any other place of entertainment.

"(*b.*) B. agrees with A. that he will serve him faithfully for twelve months as a clerk. A. is not entitled to an order directing B. to serve, but he is entitled to an order restraining B. from serving a rival house, or doing any other act to the injury of A. in his business.

"(*c.*) A. agrees with B. that in consideration of a sum of money to be paid to him by B. on a day fixed, he will not set up a certain business within a specified distance. B. makes default in payment of the money. A cannot be restrained from carrying on business within the specified distance."

WHITLEY STOKES,
Asst. Secy. to the Govt. of India,
Home Department (Legislative.)

Simla, the 13th August 1867.

THE following Bill and Statement of Objects and Reasons accompanying it are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the conduct of business at Meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations:—

A Bill for the Suppression of Frauds in the Cotton Trade.

Preamble.

WHEREAS it is expedient to provide for the suppression of fraudulent practices in the Cotton Trade; It is hereby enacted as follows:—

I.—*Preliminary.*

Short Title.

1. This Act may be called "The Cotton Frauds Act, 1867."

Power to extend Act.

2. The Governor General of India in Council may extend this Act to the whole or such part of the Territories under any Local Government as shall be specified in that behalf by notification in the *Gazette of India*.

Interpretation Clause,

3. In this Act—unless there be something repugnant in the subject or context,—

"Bale."

"Bale" means any package of cotton;

"Gin."

"Gin" means any machine used for the purpose of cleaning cotton;

"Press."

"Press" means any kind of machinery used for the purpose of compressing cotton;

"Imprisonment."

"Imprisonment" means imprisonment of either description as defined in the Indian Penal Code;

"Section."

"Section" means a Section of this Act;

"British India."

"British India" means the Territories which are or shall be vested in Her Majesty by the Statute 21 and 22 Vic. Cap. 106 (*An Act for the better government of India,*) other than the Settlement of Prince of Wales' Island, Singapore, and Malacca;

"Foreign export."

"Foreign export" means export out of British India;

"Gender."

"Number."

Words denoting males include females: words in the singular number include the plural and *vice versâ*;

'Local Government.'

And wherever this Act shall operate, 'Local Government' means the person authorized by law to administer Executive Government therein, and includes a Chief Commissioner.

II.—*Licenses for Cotton Presses.*

No cotton-press to be worked without license.

4. From the day on which this Act shall be declared by notice in the *Gazette of India* to be in operation in any territories or districts, no press shall be used in such territories or districts for the purpose of compressing cotton, without a license obtained in the manner and subject to the conditions hereinafter mentioned.

Licenses to whom to be granted.

5. Licenses for the working of cotton-presses may be granted by the Collector of the District within which such presses are to be worked, to any persons who the Collector may be satisfied are in possession of the presses for the licenses of which they apply.

Every such license shall expire and shall be renewable upon the first day of January in the year next ensuing the year in which it was granted or last renewed.

The Collector may, for reasons which he shall state in writing under his signature to the person applying for any such license or renewal, refuse to grant or to renew the license of any press.

Licensees held to be owners.

6. For all purposes of this Act, a licensee shall be held to be the owner of the press for which he has obtained a license.

Contents of license.

7. Every license issued under this Act shall specify the number of presses for which the same is granted, the place in which they are situate, and the power employed for working them, according to a written statement which shall accompany the application for such license; and for every press so licensed, or the license of which shall be so renewed, a fee shall be levied at the rates set-forth in the Schedule to this Act annexed.

License-fee.

Upon the removal to another place of a press comprised in any license, or upon change of the power employed for working such press, it shall be necessary for the licensee to obtain a new license in respect of the press, subject to the conditions aforesaid.

Removal or alteration of press.

8. Every applicant for a license under this Act shall lodge with the Collector, a cloth, parchment, or paper, impressed or marked either with some distinctive mark not less than one foot square, or with his name, or that of his firm or company, in letters not less than one inch and a half long. Such name shall be in the English language, and also in such other vernacular language (if any) as the Local Government shall direct in this behalf, and the name or mark shall be called a press-mark.

Press-mark to be lodged with Collector.

Upon the grant of such license the licensee shall mark with the press-mark every bale compressed by any press in his possession or comprised in the license, and the press-mark shall be affixed to the wrapper or cloth underlying the fastennings or bands of the bale.

Licensee of cotton-press to use press-mark.

III.—*Inspectors of Cotton.*

Appointment of Inspectors of Cotton.

9. The Local Government may appoint such and so many Officers, to be styled Inspectors of Cotton, as shall appear expedient.

Their duties.

It shall be the duty of such Officers to suppress the use of unlicensed presses, and to examine cotton brought for compression or kept or offered for sale. In the execution of this duty the Inspectors shall at all times have access to every building or enclosure within which any cotton is stored, or any gin or press at work, or prepared for work, is situate; and if the licensee of any press or his servant or agent, shall be convicted of having offered any obstruction to

To have access to stores, presses, and gins.

such Inspector in the execution of his duty, his license may be adjudged by a Magistrate to be suspended for such fixed time as the Magistrate shall think fit, or to have become void.

Inspectors may seize adulterated cotton, and give it into custody.

10. The Inspectors may seize and detain all cotton with respect to which any offence under this Act shall appear to have been committed, and may give such cotton into the custody of any Police Officer.

Police to assist Inspectors.

Every Police Officer shall be bound at the request of any Inspector to assist him in seizing and detaining such cotton, and in bringing the offender to justice.

Opening bales.

11. Any Magistrate may grant a warrant authorising an Inspector to open any bale finally pressed for foreign export, and thereupon the Inspector may open the same accordingly; but no Inspector shall, without such warrant, open a bale so pressed as last aforesaid.

Control of Inspectors.

12. The Inspectors shall, in their official capacities, be subject, in any seaport to which this Act may apply, to the orders of the Commissioner of Customs, and in all other places to which this Act shall apply, to the orders of the Collector of the District in which they hold their appointments, or in which they are for the time being employed.

Their suspension and dismissal.

The Local Government may suspend or dismiss any Inspector for neglect or misconduct in the discharge of his duty.

IV.—*Fees.*

Fee leviable per bale.

13. Upon every bale of cotton exported from any territories to which this Act shall have been extended under Section 2, there shall be levied such fee as the Governor General of India in Council shall from time to time notify in the *Gazette of India*.

Such fees may be levied at such place or places within British India (whether or not this Act shall have been expressly extended to the territories in which such place or places is or are situate) as the Governor General of India in Council shall from time to time notify as aforesaid.

Levy of fees at seaports not under Local Government.

14. Whenever any such fee shall be levied at a seaport within the territories of any Local Government other than the Local Government from whose territories the cotton was originally exported, the former shall transmit to the latter Government the whole or such portion of the fee as the Governor General of India in Council shall from time to time notify as aforesaid.

Application of fees.

15. All such fees levied by the Local Government from whose territories the cotton shall have been originally exported, and (in case they are levied by another Local Government under the directions of the Governor General of India in Council as aforesaid) all or such portion of the fees as aforesaid, shall be paid to the credit of a fund to be termed the "Cotton Improvement Fund," which shall be established by each Local Government to whose territories this Act shall have been extended, and shall be devoted solely to carrying out the objects of this Act.

V.—*Penalties.*

For fraudulent adulteration, deterioration or mixture of cotton.

16. Whoever adulterates or deteriorates cotton by mixing therewith any seed, dirt, stones, or other foreign matter, or who fraudulently or dishonestly mixes cleaned and uncleaned cotton, or cotton of different varieties in one bale, or who fraudulently or dishonestly, by exposing cotton to dew or by any other means, deceptively increases or attempts to increase the weight of the same, shall be punished with imprisonment for a term not exceeding twelve months, and shall also be liable to fine.

For fraudulently selling, or keeping or offering for sale, adulterated or deteriorated cotton.

17. Whoever fraudulently or dishonestly sells, or keeps or offers for sale, any cotton adulterated, deteriorated, or deceptively increased in weight, as aforesaid, shall be punished with imprisonment for a term not exceeding twelve months, or with fine, or with both.

Confiscation of cotton.

18. All cotton which shall have formed the subject of a conviction under Section 16 or Section 17 shall be confiscated.

For using Cotton-Press without a license.

19. Whoever without such license as is mentioned in Section 4 works or attempts to work any such press as is referred to in the the same Section shall be liable to a fine not exceeding one thousand Rupees.

For working Cotton-Press after refusal of license.

20. Whoever after such refusal as is mentioned in Section 5 works or attempts to work the press in respect of which the refusal has been made, shall be liable to a fine not exceeding one thousand Rupees.

For neglecting to take out new license.

21. Whoever neglects to obtain a new license under the circumstances mentioned in Section 7, shall be liable to a fine not exceeding one thousand Rupees.

For failure to mark bales.

22. Any licensee failing to mark any such bale compressed as aforesaid, shall be liable to a fine not exceeding one hundred Rupees, and his license, if it be so adjudged by the Magistrate, shall be suspended for such fixed time as the Magistrate shall think fit, or shall become void as to all presses comprised therein.

For counterfeiting press mark, or using it without authority.

23. Whoever counterfeits or imitates any press-mark, for the use of which a license under this Act shall have been granted, or packs any bale in any cloth or wrapper bearing a press-mark which he shall not have been licensed to employ, shall be punished with imprisonment for a term which may extend to two years, or with fine, or with both.

For offering adulterated cotton for compression.

24. Whoever offers for compression cotton adulterated, or deteriorated or mixed as described in Section 16, shall be liable to a fine not exceeding one thousand Rupees, and all such cotton shall be confiscated.

For abetment of offences.

25. Whoever abets, within the meaning of the Indian Penal Code, any offence made punishable by this Act, shall be punished with the punishment herein provided for such offence.

26. No person shall be proceeded against for any offence under this Act except by summons on information laid by an Inspector of Cotton or some other person.

Institution of prosecutions.

27. All offences against this Act may be tried, and all confiscations and fines under its provisions may be adjudicated, by any Magistrate with powers not inferior to those of a Subordinate Magistrate of the First Class.

Adjudication of offences, confiscations and fines.

All such fines may be levied by distraint and sale of the offender's goods by warrant under the hand of the convicting Magistrate, and shall otherwise be subject to the rules in relation to fines, and the commutation and levy thereof prescribed by the Penal Code and the Code of Criminal Procedure:

Levy and disposal of fines, &c.

Provided that, in the infliction of the penalties provided by this Act, no Magistrate shall exceed the limits of his ordinary criminal jurisdiction, and that all fines and fees levied, and the proceeds of all cotton confiscated under this Act shall be carried to the credit of the Cotton Improvement Fund established by the Local Government, within whose Territories such levy or confiscation shall have been made.

VI.—*Miscellaneous.*

28. Nothing herein contained shall effect the right of any person defrauded by an offender against this Act to sue him in the Civil Courts.

Civil remedies not barred.

29. All or any of the powers and duties conferred and imposed by this Act on a Collector may be exercised and performed by such other Officer as the Local Government shall from time to time appoint in this behalf. Every person shall be legally bound to furnish information to any Officer so appointed when required by him to do so.

Powers of Collector exerciseable by any Officer appointed by Local Government.

30. The Local Government may from time to time, with the previous sanction of the Governor General of India in Council, make rules for the guidance of Officers in matters connected with the enforcement of this Act, and alter and add to the rules so made: Provided that such rules, alterations, and additions are not inconsistent with any of the provisions herein contained.

Power to make rules.

SCHEDULE.

	Fees leviable. Rs.
For every press worked by steam or any power other than animal or manual labour ...	5
For every press worked by animal, or animal and manual labour	2
For every press worked by manual labour alone	1

Statement of Objects and Reasons.

The object of this Bill is to apply to the whole of British India, other than the Lower Provinces of Bengal, and the Presidencies of Madras and Bombay, provisions similar to those contained in the Bombay Cotton Frauds' Act (No. IX of 1863), an enactment which in the opinion not only of the local authorities, but also of the Liverpool and Manchester Chambers of Commerce, has been decidedly successful.

The Cotton Frauds' Act now extends only to Bombay and Berar; and from these territories the Central Provinces, in which no such Act is in force, are divided only by an imaginary line. Under these circumstances, the non-application of any such law encourages adulteration at the borders, and the same practise, with all its injurious effect on the commerce of the country, is likely, unless checked by some such measure as the proposed Bill, to increase with the extension of the Railway system. As regards the North-Western Provinces, the Calcutta Chamber of Commerce has already pressed the application of the law to those territories; and there can be little doubt that its immediate extension thereto would be desirable, although the urgent need for the law will not arise until the Railway shall have connected the North-West with the great cotton-port of Bombay.

As the proposed measure will directly benefit both the grower and the exporter, it is right that it should pay its own expenses, and these the Bill proposes to raise by an inspection-fee prescribed by the Governor General in Council, which, however, there is no intention of regarding as a source of revenue. The Local Government of any Province having a port of export, will most conveniently levy the fee in the form of an export-duty. In the case of the inland Provinces the fee will also, as a rule, be levied as an export-duty, but by the Local Government of the port (including, for this purpose, Calcutta, Madras, and Bombay) to which the cotton is brought for exportation. In all such cases the latter Government will refund to the Government of the inland Province so much of the export-duty as may represent the fee chargeable by such Government. Provision is, however, made for the inland Government (if this should seem more convenient) itself levying the fee at such place or places within its own territories as may be appointed by the Governor General in Council.

H. S Maine.

Simla,
The 2nd August 1867.

Whitley Stokes,
Asst. Secy. to the Govt. of India,
Home Department (Legislative).

Simla, the 22nd August 1867.

The following Bill and Statement of Objects and Reasons accompanying it are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations:—

A Bill for shortening the language used in Acts of the Governor General of India in Council and for other purposes.

Whereas it is expedient to shorten the language used in Acts made by the Governor General of India in Council, and to make certain provisions relating to such Acts; It is hereby enacted as follows:—

Preamble.

1. This Act may be cited as "The General Clauses Act, 1867."

Short title.

2. In this Act and in all Acts made by the Governor General of India in Council after this Act shall have come into operation,—unless there be something repugnant in the subject or context,—

Interpretation clause.

(1.) Words importing the masculine gender, shall be taken to include females;

"Gender."

(2.) Words in the singular shall include the plural, and *vice versâ*;

"Number."

(3.) "Person" shall include any company, or association, or body of individuals whether incorporated or not;

"Person."

(4.) "Year" and "month" shall respectively mean a year and month reckoned according to the British calendar;

"Year" and "month."

(5.) "Immoveable property" shall include land, benefits to arise out of land, and things attached to the earth, or permanently fastened to anything attached to the earth;

"Immoveable property."

(6.) "Moveable property" shall mean property of every description, except immoveable property;

"Moveable property."

(7.) "Her Majesty" shall include her heirs and successors to the Crown;

"Her Majesty."

(8.) "British India" shall mean the territories for the time being vested in Her Majesty by the Statute 21 & 22 Vic., cap. 106 (*An Act for the better government of India*), other than the Settlement of Prince of Wales' Island, Singapore, and Malacca;

"British India."

(9.) "Government of India" shall denote the Governor General of India in Council, or, during the absence of the Governor General of India from his Council, the President in Council, or the Governor General of India alone as regards the powers which may be lawfully exercised by them or him respectively;

"Government of India."

(10.) "Local Government" shall mean the person authorized by law to administer executive Government in the part of British India in which the Act containing such expression shall operate, and shall include a Chief Commissioner;

"Local Government."

(11.) "High Court" shall mean the highest Civil Court of Appeal in such part;

"High Court."

(12.) "District Judge" shall mean the Judge of a principal Civil Court of original jurisdiction; but shall not include a High Court in the exercise of its ordinary original civil jurisdiction;

"District Judge."

(13.) "Magistrate" shall include all persons exercising all or any of the powers of a Magistrate under the Code of Criminal Procedure;

"Magistrate."

(14.) "Section" shall denote a section of the Act in which the word occurs;

"Section"

(15.) "Will" shall include a codicil and every writing making a voluntary posthumous distribution of property;

"Will."

(16.) "Obligation" shall denote any instrument by which one person binds himself absolutely or conditionally to pay money to another person;

"Obligation."

(17.) "Oath" shall include a solemn affirmation substituted by law for an oath;

"Oath."

(18.) "Imprisonment" shall mean imprisonment of either description as defined in the Indian Penal Code.

"Imprisonment."

3. In all Acts made by the Governor General of India in Council after this Act shall have come into operation;—

(1.) For the purpose of reviving, either wholly or partially, a Statute, Act or Regulation repealed, it shall be necessary expressly to state such purpose:

Revival of repealed enactments.

(2.) For the purpose of excluding the first in a series of days or any other period of time, it shall be sufficient to use the word "from:"

Commencement of time.

(3.) For the purpose of including the last in a series of days or any other period of time, it shall be sufficient to use the word "to:"

Termination of time.

(4.) For the purpose of expressing that a law relative to the chief or superior of an office, shall apply to the deputies or subordinates lawfully executing the duties of such office in the place of their superior, it shall be sufficient to prescribe the duty of the superior:

Official chiefs and subordinates.

(5.) For the purpose of indicating the relation of a law to the successors of any functionaries, or of corporations having perpetual succession, it shall be sufficient to express its relation to the functionaries or corporations: and

Successors.

(6.) For the purpose of indicating the application of a law to every person or number of persons for the time being executing the functions of an office, it shall be sufficient to mention the official title of the officer at present executing such functions, or that of the officer by whom the functions are commonly executed.

Substitution of functionaries.

4. The provisions of Sections 63 to 70, both inclusive, of the Indian Penal Code, and of Section 61 of the Code of Criminal Procedure, shall apply to all fines imposed under the authority of any Act hereafter to be passed, unless such Act shall contain an express provision to the contrary.

Recovery of fines.

5. The repeal of any Statute, Act or Regulation, shall not affect anything done or any offence committed, or any fine or penalty incurred, or any proceedings commenced before the repealing Act shall have come into operation.

Matters done under an enactment before its repeal to be unaffected.

6. All Courts of Justice, whether exercising civil or any other jurisdiction, and all persons having by law or consent of parties authority to receive evidence, shall take judicial notice of all Acts heretofore made, or hereafter to be made, by the Governor General of India in Council, whether the same be of a public or of a private nature.

Judicial notice to be taken of Acts.

7. Any recital contained in any Act of the Governor General of India in Council heretofore made or hereafter to be made, shall be deemed by all such Courts and persons to be *primâ facie* evidence of the truth of the fact recited.

Recital to be *primâ facie* evidence of truth of fact recited.

STATEMENT OF OBJECTS AND REASONS.

A measure resembling the present has long been contemplated in the Legislative Department of the Government of India, but has been delayed from various causes, among which has been the impression that a series of clauses, having the same object as the Bill, might possibly be sent out by the Indian Law Commissioners.

Two Acts of Parliament, the stat. 7 Wm. IV. and 1 Vic., cap. 39 and the stat. 13 and 14 Vic., cap. 21, have been passed to shorten the language of statutory enactments. The latter statute has not perhaps been sufficiently attended to in the drafting of subsequent English Acts, but the former, which relates to Scotland, is understood to have materially contributed to the abridgement of measures affecting that country. Similar enactments have recently been passed by the Councils of the Governor of Madras and of the Lieutenant-Governor of Bengal.

It is hoped that if this Bill become law, it will not only produce greater clearness and intelligibility in the Acts hereafter made by the Governor General of India in Council, but will also contribute to the attainment of uniformity in our laws, and save expense by the exclusion of many provisions now necessarily inserted. It provides, first, for the interpretation of some eighteen words and phrases in common use, and then for the non-revival of repealed enactments. It then contains rules as to commencement and termination of a period of time mentioned in an enactment. It provides for the cases of official chiefs and subordinates, successors of functionaries or corporation, and persons holding acting appointments. It prescribes an uniform mode of recovering fines. And lastly, it directs that judicial notice shall be taken of Acts, and that a legislative recital shall be *primâ facie* evidence of the truth of the fact recited.

H. S. MAINE.

SIMLA,
The 9th August 1867.

WHITLEY STOKES,

Asst. Secy. to the Govt. of India,
Home Dept. (Legislative.)

Simla, the 29th August 1867.

THE following Bill and Statement of Objects and Reasons accompanying it are published for general information, by order of His Excellency the Governor General, under the 19th of the Rules for the Conduct of Business at Meetings of the Council of the Governor General of India for the purposes of making Laws and Regulations :—

A Bill to correct an error in Act No. XVII of 1862.

WHEREAS Act No. XVII of 1862 (*An Act to repeal certain Regulations and Acts relating to Criminal Law and Procedure*) repeals by its schedule the whole Madras Regulation XI., 1816 (*A Regulation for the establishment of a general system of Police throughout the territories subject to the Government of Fort St. George*), "except Sections VIII, IX, X, XII, XIII, XIV, and XLVII ;" and whereas the said section number "XII" is an error, and it is expedient to correct the same ; It is hereby enacted as follows :—

Preamble.

1. The Schedule to the said Act shall be read as if for the words and figures hereinbefore cited, the following were substituted (that is to say), "except Sections VIII, IX, X, XI, Clause I. XIII, XIV, XLVII."

STATEMENT OF OBJECTS AND REASONS.

This Bill proposes to correct a somewhat important misprint in the schedule to the copy of Act XVII of 1862 signed by the Governor General. The power of search conferred on Heads of Villages by the first clause of Section XI of Madras Regulation XI, 1816, though repealed by an Act of 1859, was expressly revived by Act XVII of 1862 in the body of that Act. Owing, however, to the misprint above referred to, the clause was repealed again by the schedule to the same Act. It is considered highly desirable to restore the power of search thus lost, and with this view the present Bill has been prepared at the instance of the Government of Madras.

H. S. MAINE.

SIMLA,
The 28th August 1867.

WHITLEY STOKES,

Asst. Secy. to the Govt. of India,
Home Department (Legislative).

ORDERS by the LIEUTENANT-GOVERNOR of BENGAL.

No. 3557.

APPOINTMENTS.

The 26th August 1867.—The following appointments to the Orissa Volunteer Rifles are sanctioned, *viz.* :—

Lieutenant C. P. Crouch, No. 1 Company, to be Captain in the said Company, *vice* Captain R. Alexander, resigned

Ensign J. A. Beale, No. 2 Company, to be Lieutenant in No. 1 Company, *vice* Lieutenant C. P. Crouch, promoted.

The 13th September 1867.—Dr. J. Davies to officiate as Medical Officer of Balasore, during the absence, on leave, of Dr. B. B. Ford, or until further orders.

Baboo Koylash Chunder Biswas to officiate as a Deputy Collector, under Regulation IX. of 1833, in Lower Assam, to be employed in demarcation operations, during the absence, on leave, of Baboo Bhugwan Chunder Sen, or until further orders.

The 16th September 1867.—The following gentlemen to be Members of the Local Committee for the management of the Charitable Dispensary at Tumlook, *viz.* :—

Baboo Gopal Chunder Daw.
,, Juggunnath Chuckerbutty.
,, Eshan Chunder Mookerjee.

The 17th September 1867.—Second Grade Sub-Assistant Surgeon Gopal Chunder Patuck to have charge of the Mitford Hospital at Dacca.

Second Grade Sub-Assistant Surgeon Ram Chunder Sen to have charge of the Bhowanipore Dispensary.

Baboo Dino Nath Chatterjee to be Principal Sudder Ameen of Nuddea.

Baboo Jugobundhoo Banerjee to be First Principal Sudder Ameen of Hooghly.

The above two appointments will have effect from the date on which the Civil Courts re-open after the ensuing Dusserah vacation.

LEAVE OF ABSENCE.

The 13th September 1867.—Mr. J. B. S. Millie, Assistant Superintendent of Police, Raneegunge, for ten days, to enable him to appear before the Standing Medical Committee at the Presidency.

Baboo Doorga Persad Ghose, Judge of the Small Cause Court of Jessore, is allowed leave of absence, during the ensuing Dusserah vacation, under paragraph 16 of the Uncovenanted Service Absentee Rules.

Baboo Bhugwan Chunder Sen, Deputy Collector of Survey, Lower Assam, for three months, under paragraph 12, Clause 1 of the Uncovenanted Service Absentee Rules, from the date on which he may avail himself of the leave.

NOTIFICATIONS.

The 17th September 1867.—Sub-Assistant Surgeon Tameez Khan, Teacher of Medicine to the Secondary Class of the Calcutta Medical College, and Officiating Assistant Physician to the College Hospital, having resumed charge of his duties on the 16th ultimo, the unexpired portion of the leave granted to him, under orders of the 20th July last, and of which he availed himself from the 2nd idem, is cancelled.

Mr. F. J. Alexander, on Special duty, *Chord Line*, is permitted to avail himself immediately of the three months' privilege leave which was granted to him under orders of the 13th ultimo, and to make over charge of his office to the Deputy Collector, Baboo Omoollo Churn Mullick.

ERRATUM.

The 12th September 1867.—In the orders of the 10th instant, published in the *Calcutta Gazette* of the 11th idem, for Dr. W. Durrant to *be* Medical Officer of Noakholly, read Dr. W. Durrant to *officiate* as Medical Officer of Noakholly.

NOTIFICATION.

The 10th September 1867.—It is hereby notified that the Lieutenant-Governor, under the power vested in him by Section 11, Act III. (B. C.) of 1867, *(an Act to amend the law relating to ships lying in Ports in the Provinces under the control of the Lieutenant-Governor of Bengal)* has been pleased to direct that every ship lying in the Port of Calcutta shall pay Hospital Port-dues at the rate of nine pies per register ton till further orders.

The following Order issued by the Government of India, in the Home Department, is re-published for general information :—

No. 4185.—*Simla, the 4th September* 1867.—*Notification.*—The Reverend J. Cave-Browne has been appointed by the Lord Bishop of Calcutta to act as Commissary in Calcutta, during the absence of His Lordship and the Ven'ble the Archdeacon on visitation.

The following Order issued by the Government of India, Foreign Department, is re-published for general information :—

POLITICAL.

No. 897.—*Simla, the 6th September* 1867.—*Notification.*—By order of His Excellency the Right Hon'ble the Viceroy and Governor General of India in Council, the following Order, passed by Her Majesty in Council on the 26th June last, is published for general information :—

At the Court at *Windsor*, the 26th day of June 1867.

PRESENT :

The Queen's Most Excellent Majesty in Council.

Whereas there was this day read at the Board a representation from the Right Hon'ble the Secretary of State for India in Council, submitting for Her Majesty's approval a revised Table of Salutes to be given to the Native Princes and Chiefs of India; Now therefore Her Majesty, having taken the said revised Table of Salutes into consideration, is pleased, by and with the advice of Her Privy Council, to approve thereof, and to order, and it is hereby ordered, that the said revised Table of Salutes (a copy whereof is hereunto annexed) be strictly observed and attended to

Whereof the Right Hon'ble Sir John Somerset Pakington, BART., and the Right Hon'ble Sir Stafford Henry Northcote, BART., two of Her Majesty's Principal Secretaries of State, and the Right Hon'ble the Lords Commissioners of the Admiralty, are to take notice, and to give the necessary directions herein as to them may respectively appertain.

(Signed) ARTHUR HELPS.

Table of Salutes allowable to the Native Princes and Chiefs of India.

Number.	Names.	No. of Guns.	Remarks.
1	The Maharajah of Nepal ...	21	
2	The Ameer of Cabool ...	21	
3	The Sultan of Muscat ...	21	
4	The Sultan of Zanzibar ...	21	
5	The Nizam of the Deccan ...	21	
6	The Gaekwar of Baroda ...	21	
7	The Maharajah of Mysore ...	21	
8	Maharajah Scindia of Gwalior ...	19	Receive salutes of 21 guns within limits of their respective territories.
9	Maharajah Holkar of Indore ...	19	
10	The Begum of Bhopal ...	19	
11	The Maharana of Meywar (Oodeypore) ...	19	
12	The Maharajah of Jummoo and Cashmere ...	19	
13	The Khan of Khelat ...	19	
14	The Maharajah of Travancore ...	19	
15	The Rajah of Kolhapore ...	19	
16	The Nawab Nazim of Bengal ...	19	
17	The Maharajah of Jeypore ...	17	
18	The Maharajah of Marwar (Jodhpore) ...	17	
19	The Maharajah of Puttiala ...	17	
20	The Maha Rao of Kotah ...	17	
21	The Maharajah of Rewah ...	17	
22	The Rao of Kutch ...	17	
23	The Rajah of Cochin ...	17	
24	The Maharajah of Bickaneer ...	17	
25	The Nawab of Bhawulpore ...	17	
26	The Maharao Rajah of Boondee ...	17	
27	The Maharajah of Kerowlee ...	17	
28	The Maharajah of Bhurtpore ...	17	
29	The Nawab of Tonk ...	17	
30	The Deb Rajah of Bootan ...	15	
31	The Maharajah of Sikkim ...	15	
32	The Maharajah of Oorcha (Tehree) ...	15	
33	The Maharajah of Kishengurh ...	15	
34	The Maharao Rajah of Ulwur ...	15	
35	The Rana of Dholepore ...	15	
36	The Maha Rawul of Jessulmere ...	15	
37	The Maha Raj Rana of Jhallawur ...	15	
38	The Rajah of Pertabgurh ...	15	
39	The Rajah of Dhar ...	15	
40	The two Chiefs of Dewas, each ...	15	
41	The Maharajah of Duttia ...	15	
42	The Maha Rawul of Bunswara ...	15	
43	The Maharajah of Edur ...	15	
44	Meer Alli Moorad of Khyrpore ...	15	
45	The Rao of Serohi ...	15	
46	The Maha Rawul of Doongurpore ...	15	
47	The Nawab of Rampore ...	13	
48	The Nawab of Jowra ...	13	
49	The Rajah of Cooch Behar ...	13	
50	The Rajah of Tipperah ...	13	
51	The Maharajah of Benares ...	13	
52	The Rajah of Jheend ...	11	
53	The Rajah of Nabha ...	11	
54	The Rajah of Kuppoorthulla ...	11	
55	The Rajah of Sumpthur ...	11	
56	The Nawab of Joonagurh ...	11	
57	The Jam of Nowanuggur ...	11	
58	The Thakoor of Bhownuggur ...	11	
59	The Rajah of Rutlam ...	11	
60	The Maharajah of Punnah ...	11	
61	The Maharajah of Chirkaree ...	11	
62	The Rajah of Bijawur ...	11	
63	The Raja of Chutterpore ...	11	
64	The Rajah of Mundee ...	11	
65	The Dewan of Pahlunpore ...	11	
66	The Rajah of Rajpeepla ...	11	
67	The Nawab of Radhunpore ...	11	
68	The Rana of Porebunder ...	11	
69	The Raj of Drangdra ...	11	
70	The Rajah of Adjeyghur ...	11	
71	The Nawab of Cambay ...	11	
72	The Rajah of Sillana ...	11	
73	The Rajah of Seetamhow ...	11	
74	The Rawut of Rajgurh ...	11	
75	The Rajah of Nursinghur ...	11	
76	The Rajah of Jhubooa ...	11	
77	The Rajah of Chumba ...	11	
78	The Nawab of Baonee ...	11	
79	The Rajah of Sirmoor ...	11	
80	The Rajah of Sookeit ...	11	
81	The Rajah of Furreedkote ...	11	
82	The Rajah of Khyloor ...	11	
83	The Sir Dessaee of Sawunt Waree ...	9	
84	The Nawab of Maleir Kotela ...	9	
85	The Rajah of Chota Oodeypore ...	9	
86	The Rajah of Barria ...	9	
87	The Rana of Burwanee ...	9	
88	The Rajah of Nagode ...	9	
89	The Rana of Ali Rajpore ...	9	
90	The Rana of Loonawarra ...	9	
91	The Nawab Babee of Balasinore ...	9	
92	The Rajah of Soanth ...	9	
93	Native Chiefs at Aden ...	9 to 12	
94	The Rajah Nudaon ...	7	

List of Personal and Local Salutes.

Number.	Names.	No. of Guns.	Remarks.
1	Maharajah Dhuleep Sing, G. C. S. I....	21	For life.
2	Maharajah Jung Bahadoor, G. C. B...	19	Ditto.
3	Ranojee Rao Scindia, Chota Maharajah of Gwalior ...	17	Within limits of Gwalior territory.
4	Nawab Sir Salar Jung Bahadoor, K. C. S. I. ...	17	For life.
5	Prince Azeem Jah, of Arcot ...	15	Ditto.
6	Her Highness the Koodsia Begum of Bhopal (Bhoodshahee) ...	15	Ditto.
7	Maharajah Meerza Veezeeram Guzzeputty Raj Rumea Sultan, Bahadoor, K. C. S. I., of Vizianagram ...	13	On every occasion of visiting and leaving the Bengal Presidency.

The following Orders issued by the Government of India, Military Department, are re-published for general information :—

No. 863.—*Simla, the 5th September* 1867.—The following letter from the Right Hon'ble the Secretary of State for India, is published for general information :—

MILITARY. INDIA OFFICE;
No. 215. *London, the 31st July* 1867.

To His Excellency the Right Hon'ble the Governor General of India in Council.

SIR,—PARA. 1. With reference to paragraph 12 of your Despatch No. 78, dated 8th April 1867, your decision that an Officer on succession to the Colonel's allowance should vacate the command of a Native Regiment, is approved.

2. I consider the position of an Officer in receipt of that allowance to be incompatible with the command of a regiment.

I have, &c.,

(Sd.) STAFFORD H. NORTHCOTE.

No. 865.—The following extracts from the *London Gazette* of the 5th July 1867, pages 3771, 3772, 3773, and 3776, are published for general information :—

"*London Gazette*" *of 5th July* 1867, *page* 3771.

India Office, 3rd July 1867.

Her Majesty has been pleased to approve of the following list of promotions and alterations of rank amongst the Officers of the Staff Corps, and of Her Majesty's Indian Military Forces made by the Governments in India :—

* * * * *

"*London Gazette*" *of 5th July* 1867, *page* 3772.

* * * * *

BENGAL ARMY.

* * * * *

SUBSTANTIVE PROMOTIONS.

BENGAL STAFF CORPS.

* * * * *

To be Majors :

Captain Thomas Lamb. Dated 20th January 1867.

BENGAL ARMY.

* * * * *

"*London Gazette*" *of 5th July* 1867, *page* 3773.

GENERAL LIST OF CAVALRY.

* * * * *

Late 6th European Infantry.

Lieutenant Henry Hamer Stansfeld to be Captain, in succession to Dunsford, transferred to Staff Corps. Dated 12th September 1866.

* * * * *

MEDICAL OFFICERS.

* * * * *

To be Surgeons.

Assistant-Surgeon Augustine Fitzgerald. Dated 3rd November 1866.

Assistant-Surgeon Nottidge Charles Macnamara. Dated 4th November 1866.

Assistant-Surgeon Soorjo Coomar Goodeve Chuckerbutty, M. D. Dated 24th January 1867.

Assistant-Surgeon Alfred Adams Mantell. Dated 24th January 1867.

* * * * *

No. 866.—*The 6th September* 1867.—In continuation of G. G. O. No. 516, dated 15th May 1867, the Right Hon'ble the Governor General in Council is pleased to publish, for general information, the following extract from a Despatch from the Right Hon'ble the Secretary of State for India, No. 222, dated 2nd August 1867 :—

Para. 1. I have received and considered in Council your letter dated 16th May last, No. 128, forwarding copy of a General Order which you have issued in accordance with the instructions contained in my Despatch No. 95 of the 30th March 1867, regarding the line promotion of Officers of the Indian Army, belonging to cadres, who have decided not to join the Staff Corps.

2. In that Despatch I referred to the position of the younger Officers on the General Lists of the three Presidencies, and expressed an opinion, although I did not desire to interfere with the immediate prospects of these Officers in the matter of promotion, that it would be fair and reasonable to introduce some rule with a view to regulating their rise to the higher grades in such manner as to secure the Officers of other branches of the service from supersession to any serious extent.

4. I have determined that the Officers of the General Lists of Cavalry and Infantry in the three Presidencies shall remain on the General List, and shall rise to the substantive grade of Captain under present Regulations; but that their promotion to the higher grades shall be regulated by length of service under the Staff Corps Rules, without reference to any special staff service. These Officers, however, will continue to be eligible for appointment to the Staff Corps under the ordinary rules.

NOTIFICATION.

The 16*th September* 1867.—It is hereby notified that the Lieutenant-Governor of Bengal has been pleased to declare the Ferry over the branch of the River Megna, between Ameergunge and Hossenpore, in Thannah Rajpore, in the District of Dacca, to be a public Ferry under Regulation VI. of 1819.

NOTIFICATION.

The 16*th September* 1867.—Under Section 2 of Act XX. of 1856 it is hereby notified that the provisions of that Act shall have effect in the town of Ghurwa, in the Sub-Division of Palamow, in Chota Nagpore, from 1st April 1868, and that the villages of Ghurwa and Tandwa shall form the union for the purpose of the above Act.

Under Section 4 of the Act it is also notified that the boundaries of the union are the following :—

On the North, the villages of Soonpoorwah and Puttheree.

On the South, the villages of Dipooah, Sehejena, Tendar, and Narainpore.

On the East, the village of Gurhouta.

On the West, the villages of Nugoan and Oocheria.

Under Section X. of the Act it is also further notified that the tax to be levied upon the inhabitants will be an assessment according to the circumstances and the property to be protected of the persons liable to the same.

H. L. DAMPIER,

Offg. Secy. to the Govt. of Bengal.

Public Works Department,—Bengal.

ESTABLISHMENTS.

No. 288.

The 11*th September* 1867.

Notification.—Mr. J. G. Culbert, Probationary Overseer, First Grade, joined the Schillong Division on the 20th August 1867, afternoon.

No. 289.

Leave of Absence.—Baboo Womesh Chunder Mitter, Local Overseer, Second Grade, attached to the Nuddea (Local Roads') Division, for a fortnight on medical certificate, under Sections 11 and 20 of the Uncovenanted Service Absentee Regulations, in addition to that already granted* to him.

* Bengal Government, Public Works Department Notification No. 276, dated 26th August 1867.

No. 290.

The 12*th September* 1867.

Notification.—Baboo Bholanath Doss, Assistant Engineer, Second Grade, attached to the Garrison Engineer's Department, Fort William, passed the colloquial test in Hindoostani and Bengali on the 2nd September 1867.

No. 291.

The 14*th September* 1867.

The following Orders issued by the Government of India, Military Department, are re-published for information :—

No. 858 *of the* 4*th September* 1867.—The undermentioned Warrant Officer is admitted to pension as specified opposite to his name :—

Sub-Conductor W. Jackson, of the Department Public Works. ... 2*s.* 6*d.* (two shillings and six pence) per diem, as Serjeant-Major, payable in India.

No. 865 *of the* 5*th September* 1867.—The following extracts from the *London Gazette* of the 5th July 1867, page 3772 * * are published for general information :—

India Office, 3rd July 1867.

Her Majesty has been pleased to approve of the following list of promotion and alterations of rank amongst the Officers of the Staff Corps, and of Her Majesty's Indian Military Forces, made by the Governments in India :—

"*London Gazette*" *of* 5*th July* 1867, *page* 3772,

BENGAL ARMY.

* * *

SUBSTANTIVE PROMOTIONS.

BENGAL STAFF CORPS.

To be Lieutenant-Colonels.

* * * *

Major Augustus Fraser Baird. Dated 17th February 1867.

* * * *

No. 292.

Removal.—Sub-Conductor W. Jackson, Supervisor, Second Grade, attached to the Darjeeling Division, is struck off the strength of the Upper Subordinate Establishment, with effect from the 4th September 1867, the date of his transfer to the Pension Establishment.

No. 293.

The 16*th September* 1867.

Postings.—Mr. A. J. Hughes, Assistant Engineer, First Grade, transferred from Oudh to Bengal, is temporarily posted to the Presidency Division.

No. 294.

The following Engineer Apprentices appointed to Bengal, are posted as follows :—

Baboo Omritto Lall Roy Chowdry, Hidgellee Division.

Baboo Unnodinath Mookerjee, Northern Circle.
„ Preonath Banerjee, Behar Circle.

No. 295.

The 17th September 1867.

Promotion.—Under instruction from the Government of India, Public Works Department, Lieutenant A. O'Berne, Sub-Engineer, Second Grade, attached to the Garrison Engineer's Department, Fort William, is promoted to the rank of Assistant Engineer, Second Grade, with effect from the 1st August 1867.

J. DUNDAS, *Lieut., R. E.,*
Asst. Secy. to the Govt. of Bengal,
P. W. D.

COMMUNICATIONS.

No. 296.

The 17th September 1867.

Declaration under Act VI. of 1857.—Whereas it appears to the Lieutenant-Governor of Bengal that land is required to be taken by Government, at the public expense, for a public purpose, *viz.*, the construction of road approaches to the bridge over the Jumna River, in the Patna Branch Road Division, it is hereby declared that, for the above purpose, several pieces of land, measuring 11 beegahs 6 cottahs 15 dhoors, more or less, and situated in Mouzah Moosee-Berrar, Pergunnahs Okree and Ekil, Zillah Gya, are required.

The plots are defined on the ground, and their boundaries are stated below:—

One piece of triangular land 644 feet long by 74 feet base, bounded on the North by Kulka Chuck, Ramsahie Sing's land; East by Patna Branch Road and Inspection Bungalow; West by Kulka Chuck, Ramsahie Sing's land; South by River Jumna.

One piece of land, 100 feet long by 55 feet broad, bounded on the—

North by Jumna River.

East by Patna Branch Road and Takoorpersad Loll's land.

West by Mooshee Mouzah and Takoorpersad Loll's land.

South by Mooshee Mouzah and Takoorpersad Loll's land.

One piece of triangular land, 600 feet long by 150 feet base, bounded on the—

North by Mooshee Mouzah and Takoorpersad Loll's land.

East by Patna Branch Road.

West by Mooshee Mouzah and Takoorpersad Loll's land.

South by Mooshee Mouzah and Takoorpersad Loll's land.

One piece of triangular land, 1,000 feet long by 140 feet base, bounded on the—

North by Jumna River.

East by Mooshee Mouzah and Takoorpersad Loll's land.

West by Patna Branch Road.

South by Mooshee.

This Declaration is made, under the provisions of Act VI. of 1857, to all whom it may concern.

No. 297.

Declaration under Act VI. of 1857.—Whereas it appears to the Lieutenant-Governor of Bengal that land is required to be taken by Government, at the public expense, for a public purpose, *viz.*, the construction of road approaches to the bridge over the Durdha River, in the Patna Branch Road Division, it is hereby declared that, for the above purpose, several pieces of land, measuring 40 beegahs 12 cottahs 14 dhoors, more or less, and situated in Mouzah Jehanabad, Pergunnah Bhelawur, Zillah Gya, are required.

The plots are defined on the ground, and their boundaries are stated below:—

One piece of land, 1,702 feet long and varying from 75 to 300 in breadth—

North by Jehanabad.

East by Jehanabad and Patna Branch Road.

South by Durdha River.

West by Madarpore and Dowlutpore.

One piece of land, 2,930 feet long and varying from 50 to 300 feet in breadth, bounded on the—

North by Durdha River.

East by Patna Branch Rroad, also land of Dowlutpore and Makdumpore.

South by Erkee.

West by Erkee, Dowlutpore, and Makdumpore.

One piece of land, 700 feet long and varying in breadth to 50 feet, bounded on the—

North by Inspection Bungalow.

East by Erkee.

South by Erkee.

West by Patna Branch Road.

This Declaration is made, under the provisions of Act VI. of 1857, to all whom it may concern.

No. 298.

Notification.—Baboo Kally Coomar Coondo, Assistant Engineer, Second Grade, joined the Cuttack Division, on return from sick leave, on the 26th August 1867, before noon.

No. 299.

Transfer.—Baboo Kally Coomar Coondo, Assistant Engineer, Second Grade, from the Cuttack to the Mahanuddy Division, which he joined on the 4th September 1867, afternoon.

IRRIGATION.

No. 300.

Declaration under Sections II. and XXXII. of Act VI. of 1857.—Whereas it appears to the Lieutenant-Governor of Bengal that land is required to be taken up by Government, at the public expense, for a public purpose, *viz.*, for a Branch Distributary Channel, as per Plan No. 27A., for the East Indian Irrigation and Canal Company, in the District of Midnapore, it is hereby notified that for the said Branch Distributary of No. I., Kistonugger Channel, shewn in Declaration No. 221, published in *Calcutta Gazette* of the 12th September 1866, page 1598, land is required, extending from Ammiguddia, nearly eastwards for eight and a half miles, more or less, through the villages of Bulrampore, Nissintapore, Burnashia, Markinchuck, Amood, Bulticky, Baranapore, Chuckparasarm, Neilpore, Auzmutpore, and ending at Chundipore, average width 65 feet, and total area 66 acres 3 roods and 35 poles.

This Declaration is made, under the provisions of Act VI. of 1857, to all whom it may concern.

F. H. RUNDALL, *Lieut.-Col., R. E.,*
Joint-Secy. to the Govt. of Bengal,
P. W. D., Irrigation Branch.

No. 2825.

Opium Notification.

NOTICE is hereby given that the Tenth Sale of Opium, the provision of 1865-66, will be held at the Exchange Hall, on Wednesday, the 16th October 1867, and will comprise 4,000 Chests, *viz.*:—

		Chests.
Behar Opium	...	2,000
Benares „	...	2,000
Total Chests	...	4,000

2. The general Conditions of the Sale now advertized, will be the same as usual: they may be ascertained by reference to the Notification issued on the 1st October 1866, and published in the *Government* and *Exchange Gazettes*, or on application at the Office of the Board of Revenue.

3. The latest dates for deposit and clearance will be the 21st and 31st October, respectively; that is to say, no Bank of Bengal Receipts, Government Promissory Notes, or other Public Securities that may be tendered for deposit in redemption of Promissory Notes given by purchasers in the Sale-room, will be received after 4 P. M. of Monday, the 21st October 1867, and no Bank of Bengal Receipts in full payment of lots will be accepted after 4 P. M. of Thursday, the 31st October 1867.

4. In addition to the quantity above advertized for sale, the following quantities, more or less, of Behar and Benares Opium, will be brought to sale in the present year on or about the dates specified below. The Board, however, to reserve themselves the right of altering these dates, should circumstances render it expedient to do so:—

		Behar about Chests.	Benares about Chests.	Total about Chests.
On or about Monday,	11th Nov. 1867.	2,000	2,000	4,000
On or about Friday,	6th Dec. „	2,000	2,000	4,000
	Total ...	4,000	4,000	8,000

By Order of the Board of Revenue, L. P.,

R. L. MANGLES,
Offg. Junior Secretary.

FORT WILLIAM,
The 10th September 1867.

Revenue Survey Department.

No. 35.

Calcutta, 12th September 1867.

SIX weeks' accumulated privilege leave of absence is granted to MR. T. D. MORAN, Sub-Assistant Revenue Surveyor of the Third Grade, attached to the Fifth Division, Lower Provinces, from the date on which he may avail himself of the indulgence.

JOHN MACDONALD, *Major*,
Offg. Dy. Surveyor-General.

Notice.

WITH a view to obviate delay in passing Establishment and other Bills for the current month before the Doorga Poojah Holidays, the Examiner of Claims has been instructed to receive such Bills for examination and audit on or after the 28th instant, in order that cheques for payment of the same may be ready by the morning of the 1st proximo for delivery.

In the event of any alteration affecting the amount of a Bill taking place between the time of its presentation and the 1st proximo, the circumstance should be reported to the undersigned.

HUGH SANDEMAN,
Acctt.-Genl., Bengal.

CALCUTTA,
The 17th September 1867.

Notification.

BABOO RADHAGOBINDO ROY, Registry Clerk at the Sub-Divisional Treasury at Serajgunge, to be Money Order Agent at that Sub-Division.

BABOO NARYON GOGOEE, Sheristadar of the Golaghaut Sub-Divisional Office, to be Money Order Agent at that Sub-Division.

BABOO BISTOORAM DOSS, Head Clerk of the Deputy Registrar's Office at the Mungledye Sub-Divisional Office, to be Money Order Agent at that Sub-Division.

BABOO NOBEEN KRISHNA BOSE, Assessor Deputy Collector of the Rajshahye District, to be Money Order Agent at that Station (Beauleah).

HUGH SANDEMAN,
Accountant-General, Bengal.

FORT WILLIAM,
The 17th September 1867.

No. 1539.

Educational Notice.

AN Examination for the Certificate of reasonable expectation of passing the First Arts Examination will be held at the Office of the Inspector of Schools, Central Division, 7, Writers' Buildings, Dalhousie Square, on the 8th November, at eleven o'clock. Candidates must be *bonâ fide* Teachers of known Schools in the Central Division, and must produce proofs of their length of service as Teachers of Schools, and those who have also studied in College after passing the Entrance Examination, must produce their College Certificates if they have any.

A fee of 4 Rupees will be required.

H. WOODROW, M. A.,
Inspector of Schools, Central Division.

FORT WILLIAM,
The 10th September 1867.

RETAIL PRICES OF FOOD AS REPORTED TO THE BOARD OF REVENUE, L. P., DURING THE WEEK ENDING THE 14TH SEPTEMBER 1867.

Number of Seers of 80 Tolahs weight retailed for a Rupee.

AT	Date of Return from each District.	Cleaned Rice in Ordinary use.			Pulses in Ordinary use.			Wheat.		Attah,		Janera, Jowar and such Grains.	
			Cheapest sort.			Cheapest sort.							
		Dearest sort.	Ordinary price at this Season.	Present price.	Dearest sort.	Ordinary price at this Season.	Present price.	Ordinary price at this Season.	Present price of cheapest kind.	Ordinary price at this Season.	Present price of cheapest kind.	Ordinary price at this Season.	Present price of cheapest kind.
Districts in which the prices are same or nearly the same.													
Durrung ...	26th Aug. 1867	8	32	11	7	20	11	13	6	8	11	...	...
Nowgong ...	2nd Sept. 1867	7	12	12	21	16	21	12	10	6	4	...	...
Darjeeling ...	9th ,,	5	8	11	4	5½	6½	...	...	4	4	16	16
Monghyr ...	1st ,,	13	26	17	11	30	20	35	22	32	25	40	30
Purneah ...	9th ,,	23	42	25	16	30	30	30	35	20	18	40	30
Pakour ...	8th ,,	16	26	21	18	26	20	26	24	22	18	...	...
Bullooah ...	9th ,,	18	33	24	8	33	15	...	...	5	5	...	...
Maunbhoom ...	9th ,,	16	26	28	9	23	24	15	14	10	9	80	64
Calcutta ...	16th ,,	13¾	23	18½	14	24	21	16	18	9	10½	...	...
Chumparun ...	5th ,,	22	24	26	18	24	20	28	25	17	20	56	35
Districts in which all or most articles are dearer.													
Kamroop ...	31st Aug. 1867	10	15	13	12	20	13	16	16	8	5	...	...
Seebsaugor ..	26th ,,	8	30	9	5	12	8	20	11	8	4	...	...
Godda ...	7th Sept. 1867	20	29	22	16	20	30	19	22	16	14	40	35
Singbhoom ...	2nd ,,	12	32	16	8	32	16	24	12	16	8	...	...
Shahabad ...	9th ,,	9	24	21	23	24	26	23	22	18	19	30	28
Tirhoot ...	9th ,,	17½	30	19	27	28	28¾	24	22	20	17	40	30
Rungpore ...	9th ,,	12 15/16	24	19⅛	13¾	25	19⅛	25	22	9	9	...	...
Districts in which all or most articles are cheaper.													
Gowalparah ...	2nd Sept. 1867	12½	15	16	10	12	13	20	20	6	6	...	...
Bhaugulpore ...	8th ,,	20 5/16	30 5/16	24	17 1/16	22 1/16	20 2/16	37⅞	25¼	25	17 11/16	50⅜	37⅞
Nya-Doomka ...	9th ,,	16	35	24	12	20	16	25	14	16	12	50	24
Rajmehal ...	9th ,,	16	31	21½	15	26	22	36	28	22	18½	56	45
Bancoorah ...	9th ,,	15	42	26¼	18½	30	17	19	15½	11½	12½	25	5
Howrah ...	9th ,,	15	26	19	15	19	19	12	16	12	10	...	...
Tipperah ...	2nd ,,	13	45	33⅜	8	40	20	14	12	...	7	...	...
Cuttack ...	26th Aug. 1867	18⅜	35	19 1/16	16⅜	32	13⅛	32	10½	20	6 2/16	...	...
Pooree ...	2nd Sept. 1867	13⅜	36¾	14 1/16	11 1/16	23⅝	14 7/16	23⅝	10⅜	18⅜	7⅞	23¼	18¾
Cachar ...	2nd ,,	22½	24	26	12	11	13	8	10	4	6	...	...
Dacca ...	9th ,,	25	40	30	17	16¾	22	16	16	8	10	...	...
Mymensing ...	9th ,,	25	25	27½	10	20	22½	16	15	9	7	...	...
Sylhet ...	30th Aug. 1867	16	50	30	12½	60	20	14	13⅛	13	10	...	...
Nuddea ...	9th Sept. 1867	15¼	23¾	21 7/8	12 5/16	33 1/16	40	15⅝	17⅜	10⅝	10 1/16	...	...
Sarun ...	7th ,,	9	25	22½	27	30	29	28	23	24	18½	36	35
Bograh ...	9th ,,	16	24	27	10	17 1/16	14	15	17½	8	9	...	...
Dinagepore ...	8th ,,	18	23	26	12	17	18	14	18	11½	11½	...	...
Pubna ...	8th ,,	22½	24	30	9	32	27½	19½	22½	9¾	10	...	...
Districts in which some articles are dearer and some cheaper.													
Deoghur ...	9th Sept. 1867	...	30	20	13	20	18	20	17	16	15	...	...
Beerbhoom ...	8th ,,	21	26	24	7	27	16½	20	18¾	14	10	68	19
Burdwan ...	8th ,,	22¾	20¼	24	9½	21	21	13½	20	8	12¾	...	...
Hooghly ...	9th ,,	10	19	18½	15	22	22	16	18½	10	11¼	20	17½
Midnapore ...	9th ,,	22	22	26	15	15½	16½	12	15	9	10	...	...
Chittagong ...	2nd ,,	15	17	21	7	16	14	16	17½	10	10	...	...
Hazareebaugh ...	3rd ,,	9½	25	18½	14	33	22½	20	13¾	16	10	36	23
Lohardugga ...	7th ,,	10	32	20	8	14	14	16	13¾	12	9	40	17
Balasore ...	9th ,,	14	30	21¼	8	16	10½	16	10	10	7	...	...
Backergunge ...	9th ,,	22	20	26	10	20	22	11	13	8	8	...	...
Furreedpore ...	9th ,,	17	20	22	28	26	29	26	27	10	11	...	...
Jessore ...	12th ,,	8	17	26½	12¾	32	24	21	16	10½	8	...	...
24-Pergunnahs ...	9th ,,	16	13	17¾	6½	20	20	13	18¾	8	11½	...	...
Gya ...	9th ,,	19	25	21	18	19	20	25	19	21	15	31	23¼
Patna ...	9th ,,	18	17⅝	23	16	19 13/16	32	14	24	12	19	12 1/16	34
Maldah ...	9th ,,	20	25	22	22	33	37½	23	29	16	16	...	...
Moorshedabad ...	8th ,,	16⅝	26⅜	22	12½	28	23	26⅜	21⅛	21	14⅜	23⅛	30
Pubnahye ...	9th ,,	8¼	28	24	8	26	21	28¾	25 5/16	20	13½	...	...

PUBLISHED for general information.

By Order of the Board of Revenue, L. P.,

T. BRUCE LANE,

Secretary.

FORT WILLIAM,

The 17th September 1867.

NOTICE.

List of unclaimed Packages lying on the Custom House Wharf.

Date of Landing.	Mark or Address of Packages.	Ships.
1867, July 17th ...	1 Truss, [L] ...	Mahanada.
,, 17th ...	1 Parcel, S. S. Ewing and Co. ..	Ditto.
,, 17th ...	1 Parcel, [M] Pickford, Mathewson and Co. ...	Ditto.
,, 17th ...	1 Parcel, [W] ...	Ditto.
,, 17th ...	1 Parcel, [Y] B [R A U V] ...	Ditto.
,, 18th ...	1 Parcel, [G M] Stevenson, Peel ...	Lord of the Isles.
,, 18th ...	1 Parcel, [W] ..	Ditto.
,, 18th ...	1 Parcel, L A C [W] ..	Ditto.
,, Aug. 28th ...	1 Case, Ensign G. H. Dale, 109th Light Infantry, Roorkee, North-Western Provinces, care of S. Smith, Sons and Co. ...	Str. Mongolia.
,, 28th ...	1 Package, A. C. Crookshank, Esq., Bengal Staff Corps, Fort William ...	Ditto.
Sept. 10th ...	1 Case, Alfred C. Brett, Esq., C. S., care of G. Arbuthnot and Co., Dinapore ...	Str. Candia.
,, 10th ..	1 Package, T. H. White, Esq., M. D. B., 22nd Royal Artillery, Jhansi, care of Colvin, Cowie and Co. ..	Ditto.
,, 10th ...	1 Case, Lieutenant C. J. Durand, 4th Regiment Native Infantry, care of Gisborne and Co. ...	Ditto.
,, 10th ...	1 Case, Lieutenant E. B. Bishop, 2nd Punjab Cavalry, care of Grindlay and Co. ...	Ditto.
,, 10th ...	1 Case, L. S. Hooper, Esq., 104th Regiment, Dugshai, care of Grindlay and Co. ..	Ditto.
,, 10th ...	1 Box, W. Cumming, Serjeant 297, Overseer, Public Works Department, Sepree, India, care of Smith, Sons and Co. ...	Ditto.
July 17th ..	1 Box, [K D R] ...	Str. Thunder.
,, 4th ...	1 Parcel, T A, R G, R. G. Ghose and Co. ...	Martaban.
,, 4th ...	1 Parcel, [B] [J S] ...	Ditto.
May 1st ...	1 Parcel, D B ...	Str. Golconda.
,, 1st ..	1 Box, Messrs. Consolato DePrussia, Calcutta ...	Ditto.
Unknown ..	1 Case, [X] J. J. S. and Co., No. 279 ...	Unknown.
July 16th ..	1 Box, J. H. Doyle, care of Stewart, Mackenzie and Co. ...	Edward Hymun.
,, 23rd ...	1 Parcel, [12] G W, G. Wyllie and Co. ..	Jane Porter.
,, 23rd ...	1 Parcel, A. G. and Co. ...	Ditto.
,, 23rd ...	1 Parcel, Stevenson, Peel and Co. ..	Ditto.
July 20th ...	1 Case, [A N] ...	Roslin Castle.
,, 6th ...	100 Kegs, [H] ..	City of Glasgow.
,, 11th ...	1 Case, [J S] ...	Ditto.
,, 4th ...	100 Pairs of Railway Wheels, no mark ..	Ditto.
Feb. 2nd ...	60 Quarter Barrels Gunpowder, Mayapore Magazine, [G. P. and Co., 26] ..	Sir John Lawrence.
April 28th ...	50 Quarter Boxes Gunpowder, Mayapore Magazine, [C] ..	Baroda.
,, 28th ...	16 Packages Gunpowder, Mayapore Magazine, B. L. and Co. ...	Ditto.
,, 28th ...	40 Boxes Gunpowder, Mayapore Magazine, [190] J C N ...	Ditto.
May 7th ..	20 Quarter Boxes Gunpowder, Mayapore Magazine, C C M ...	Gainsborough.
,, 7th ...	50 Quarter Barrels Gunpowder, Mayapore Magazine, [C] M] ...	Ditto.
June 1st ..	6 Boxes Gunpowder, Myapore Magazine, Great Eastern Hotel Company, Hall of all Nations	Duke of Argyle.
Aug. 6th ...	1 Case, C W D C, No. 2 ...	Unknown.
,, 15th ...	1 Case, no mark ...	Ditto.
July 9th ...	1 Truss, A. Schillizzie ...	Melbrick.
,, 9th ...	1 Parcel, [W H C W. Heelgers ...	Ditto.
,, 2nd ..	1 Case, [H M S and M S] ...	City of Lahore.
,, 26th ...	1 Parcel, [12] G W ..	Ditto.
,, 26th ...	1 Truss, B. and Co., J ..	Ditto.

Calcutta Customs,
The 17th September 1867.

J. A. Crawford,
Collector of Customs.

NOTICE.

THE undermentioned Packages, if not cleared on or before the dates specified against each item, will be sold for the realization of Duty, Wharfage, &c., under Section LVII. of Act VI. of 1863 :—

Date of Sale.	Mark or Address of Packages.	Ships.
1867, Sept. 21st ...	1 Package, no mark ...	Arratoon Apcar.
,, 21st ..	1 Case, C. C. and Co. ..	Str. Meinam.
,, 21st ..	1 Case, F H ...	Ditto.
,, 21st ...	3 Cases, C U A ...	City of Vienna.
,, 21st ...	1 Parcel, [12] G W ...	Ditto.
,, 21st ...	1 Case, [C A W W] ...	Duke of Argyle.
,, 21st ...	1 Case, S. C. D. and Co. ...	Ditto.
,, 28th ...	1 Keg, [A N] ...	Rajmehal.
,, 28th ..	1 Truss, [H P] ...	City of Athens.
,, 28th ...	1 Parcel, [G] ...	Ditto.
,, 28th ...	1 Parcel, [C] C ..	Ditto.
,, 28th ...	1 Parcel, [H] Huber and Co. ...	Ditto.

CALCUTTA CUSTOMS,
The 17th September 1867.

J. A. CRAWFORD,
Collector of Customs.

NOTICE.

THE undermentioned Packages landed under Section LII. of Act VI. of 1863, if not cleared on or before the dates specified against each item, they will be sold for the realization of Duty, Wharfage, &c., under Section LVI. of Act VI. of 1863 : —

		Silvia.	
1867, Sept. 21st ...	[B] B and S, 1 Case	[R. N. D.& Co.,] 1 Case.	
		Melbrick.	
1867, Oct. 1st ...	[R M] S M, 1 Case.		
		West.	
1867, Nov. 8th ...	L C W B, 5 Cases ...	R H. Davis, Esq., B. C. S., Financial Commissioner, Lucknow, Oude, 2 Cases.	[G S] 1 Case.
,, 8th ..	[W S] 1 Case.		
		Knight Companion.	
1867, Nov. 29th ...	D C C, 6 Cases ..	[R C S] S. S. S. and Co., 20 Kegs.	[B D P] 67 Kegs.
,, 29th ...	[K D P P] 2 Cases ...	J F S and Z, 17 Bales ...	N P C, 1 Case.
,, 29th ...	Mrs. D. P. Skipton, care of Pickford, Mathewson and Co., 1 Case.		
		Scindia.	
1867, Dec. 5th ...	B. S. and Co., 5 Packages	G. M. and Co., 5 Cases ...	C L L, 1 Case.
		Robert Pulsford.	
1867, Dec. 3rd ...	[B D P] 6 Bales ...	D F C, H. and Co., 2 Cases.	
		Varuna	
1867, Dec. 8th ...	[R M C] S G, 199 Cases.	[L. and Co.] 49 Cases ...	S G, [2, R M C] 147 Cases.
,, 8th ...	[K G] S. S. S. and Co., 19 Cases.	D C C, 3 Bales ...	[A] K. P. and Co., 7 Bales.
,, 8th ...	[G. C. M. and Co.,] 13 Bales.	[R M C, 2] S G, 177 Casks.	F and H B, 3 Cases.
,, 8th ...	K M N, 2 Cases ...	[M J] 1 Case ..	J C N, 7 Cases.
,, 8th ...	F and H, B and C, 2 Cases.	[C S] 1 Case ...	O M, 50 Kegs.
,, 8th ...	C. M. and Co., 25 Kegs.		
		Persian Empire.	
1867, Dec. 13th ...	[R M C] S G, 199 Cases.	[26] G. C. D. and Co., 1 Case.	[55] A and N, 4 Cases.
,, 13th ...	N. C. P. and Co., C, 16 Cases.	[C S] 1 Case ...	[30] C S, 3 Cases.

CALCUTTA CUSTOMS,
The 17th September 1867.

J. A. CRAWFORD,
Collector of Customs.

STATEMENT shewing the Quantity of Salt in Store available for exportation on private trade at each of the several Ports of Export in the undermentioned Districts :—

Names of Districts.	Ports at which Salt is generally available for export on private trade.	Quantity remaining in Store actually available for export on 15th August 1867.	Remarks.
		Indian Mds.	
Godavery ...	Cocanada ...	1,12,600	
Kistna ...	Nizampatam .	39,766-20	Boats available at all times.
Nellore ...	Iskapalli ...	93,334	Boats easily obtainable.
	Varini ...	1,35,542	
Madras ...	Madras ...	1,57,860	
	Ennore ...	1,47,640	
	Covelong ...	1,85,579	
South Arcot ...	Merkanum ...	60,000	
Tanjore ...	Vedarniem ...	60,060	
Total ...	.....	9,92,381-20	

N. B.—Salt for export will be supplied by Government at the rate of 15 Rupees per 100 Indian Maunds, which includes charges of shipment, except at the Port of Madras, where the Salt will be delivered on the Beach.

REVENUE BOARD OFFICE;
Madras,
The 30th August 1867.

J. GROSE,
Sub-Secretary.

PUBLISHED for general information.

By Order of the Board of Revenue,

R. L. MANGLES,
Offg. Junior Secretary.

FORT WILLIAM,
The 17th September 1867.

Statement shewing the importation of Salt (private property) in Bond and Afloat on River Hooghly subject to Customs' Duty on the 16th September 1867 :—

	Government Golahs.	Private Golahs.	Afloat.	Total.
	In Mds.	In Mds.	In Mds.	In Mds.
Liverpool Pungah ...	2,12,591	.....	3,36,659	5,49,250
French Kurkutch ...	9,717	1,717	9,093	20,527
Madras „ ...	.....	8,560	.....	8,560
Ceylon „ ...	48,586	.....	.....	48,586
Arabian and Persian Gulfs Kurkutch and Muscat Rock ...	40,215	35,258	77,252	1,50,725
Total ...	3,11,109	45,535	4,21,004	7,77,648

By Order of the Board of Revenue, L. P.,

J. A. CRAWFORD,
Collector of Customs.

CALCUTTA CUSTOM HOUSE,
The 17th September 1867.

Nuddea Rivers.

Report shewing the least depth in the present Navigable Channels from the 1st to 7th September 1867.

Names of Rivers.	Least Depth of Water.		Remarks.
MATABANGHA.	Ft.	In.	
Above Entrance in Ganges ..	35	0	
On the Entrance Shoal	28	6	
Thence to Hât Bouleah, 44 miles ...	28	0	
Hât Bouleah to Alickdeah ...	22	0	
Alickdeah to Kissengunge, 38 miles ...	23	3	
Kissengunge to Hooghly River, 34 miles ...	24	6	
BHAGIRUTTEE.			
Entrance ...	13	3	
Thence to Jeagunge ...	15	3	
Jeagunge to Cutwa, 60 miles ...	21	3	
Cutwa to Nuddea, 46 miles ...	22	0	
JELLINGHEE.			
Entrance ...	15	3	
Thence to Kureempore, 19 miles ...	17	3	
Kureempore to Teeakatta, 35 miles	24	0	
Teeakatta to Nuddea, 60 miles ...	24	6	

Height on Guage at Berhampore on the 10th September 1867, + 26 feet 4 inches above zero.

G. W. VIVIAN, C. E.,
Offg. Exe. Engr., Berhampore Divn.

BERHAMPORE,
The 10th September 1867.

Notice.

CERTAIN Effects, the property of late MR. MACKAY, a pensioned Sudder Ameen, who died intestate at Barrackpore in November 1866, are under the Seal of this Court, and will be delivered to any party entitled to claim the same.

F. L. BEAUFORT,
Judge.

ZILLAH 24-PERGHS. ;
Judge's Court,
The 29th August 1867.

Sheriff's Office, the 4th September 1867.

NOTICE is hereby given that the Eighth Criminal Sessions of the year 1867 of the High Court of Judicature at Fort William in Bengal, for the Town of Calcutta and Factory of Fort William, and the places subordinate thereto, will be holden at the Court House, in the Town Hall of Calcutta, on Monday, the Twenty-third day of September instant, at 11 o'clock in the forenoon, and so on from day to day until the Sessions be over. And it is hereby proclaimed that all persons who will prosecute any prisoner be then and there to prosecute against him.

H. CROOKE,
Sheriff.

সরিফ আফিস, ১৮৬৭ সাল ৪ সেপ্টেম্বর।

সমাচার দেওয়া যাইতেছে যে সুবে বাঙ্গালার ফোর্ট উইলিএম দুর্গের অধীন শহর কলিকাতা ও অন্যান্য স্থানের ফৌজদারী বিচার নিষ্পাত্ত্য জন্য আগামি ২৩ সেপ্টেম্বর সোমবার বেলা ১১ ঘটিকার সময় এবং যে পর্য্যন্ত সেশিয়ানের কার্য্য শেষ না হয় প্রতিদিন উক্ত সময়ে কলিকাতার টৌনহালে হাই কোর্টের আদালত ঘরে সন ১৮৬৭ সালের অষ্টম ক্রিমিনেল সেশিয়ান বসিবেক এবং এতদ্দ্বারা প্রচার করা যাইতেছে যে যে সকল ব্যক্তি কোন কয়েদীর বিরুদ্ধে ফৌজদারী মিছিল করিবেক তাহারা উক্ত স্থানে ঐ সময়ে হাজির থাকিয়া মোকদ্দমা করে ইতি সন ১৮৬৭ সাল তারিখ ২ সেপ্টেম্বর।

H. CROOKE,
Sheriff.

Wanted,

FOR the Revenue Office of the Deputy Commissioner of Durrung, Tezpore, Assam, two Clerks, salary, Rupees (40) forty and (50) fifty a month respectively. None, who do not possess a good knowledge of English and Bengali, need apply. Applications and copies of Testimonials to be sent to the undersigned.

T. LAMB, *Major,*
Deputy Commissioner.

TEZPORE,
The 9th September 1867.

Notice.

MR. ASSISTANT COLLECTOR J. G. CHARLES has been placed in charge of the Tirhoot Treasury from the 5th instant, and authorized to draw Bills on other Treasuries.

R. P. JENKINS,
Offg. Commissioner.

PATNA COMMR.'S OFFICE,
The 13th August 1867.

Notice.

MR. DEPUTY COLLECTOR H. DOVETON has been placed in charge of the Tirhoot Treasury from the 5th instant, and authorized to draw Bills on other Treasuries.

R. P. JENKINS,
Offg. Commissioner.

PATNA COMMR.'S OFFICE,
The 9th September 1867.

Notice.

MR. C. E. C. MFRINGTON, Deputy Collector, has been placed in charge of the Gya Treasury on the 14th August 1867, and has been authorized to draw Bills on other Treasuries.

R. P. JENKINS,
Offg. Commissioner.

PATNA COMMR.'S OFFICE,
The 10th September 1867.

Notice.

CERTAIN Effects belonging to the Estate of the late Mr. W. E. LEMONDINE, Inspector of Police, Furreedpore, who died on the 23rd instant, have been placed in the custody of this Court, and will be delivered to any person who may be legally authorized to receive the same.

A. W. RUSSELL,
Magistrate.

FURREEDPORE ;
Magte.'s Office,
The 29th August 1867.

MONTHLY STATEMENT of Traffic passed through the Toll Stations Sarikole, Jhalokati, Kowkhali, and Perozepur, in the District of Backergunge, during the month of August 1867.

Names of the Tolls.	Paddy.			Rice.			Oil.			Mustard Seed.			Sesamum.			Jute.			Peas.			Tobacco.			Betelnut.			Sugar.			Linseed.		
	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.
Sarikole ...	4	1617	725	24	24442	15740	75	19942	8435	20	8980	4840	2	1001	305	2	1201	575	28	9603	3597	41	40819	15455	4	1571	880	3	1760	500	...	...	...
Jhalokati ...	75	45037	43950	307	184272	100750	12	1657	870	34	38449	29005	...	...	...	22	20528	15200	33	16296	11330	14	2586	1350	38	14666	9290	19	6263	3835	41	70923	24425
Kowkhali ...	10	1730	1200	126	99878	82250	4	1129	600	2	300	200	...	...	...	7	7616	5500	...	...	...	...	...	...	4	5875	400	6	2305	1400	...	...	...
Perozepur ...	5	3126	600	6	4164	2575	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	26	9594	5000	...	...	...

Names of the Tolls.	Tamarind.			Pepper.			Molasses.			Salt.			Lime.			Turmeric.			Iron.			Turmeric and Pepper.			Honey.			Spirit.			Sundries.			Remarks.
	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by Measurement.	Maundage of Cargo by estimate.	
Sarikole ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	24	5317	1230	
Jhalokati ...	3	1636	1200	25	5114	2900	42	15248	9585	19	13096	9250	28	31332	25200	1	260	150	...	...	...	...	...	...	...	...	...	...	...	...	147	64823	35170	
Kowkhali ...	...	...	...	...	...	...	34	12828	8400	1	157	100	53	109303	94700	...	...	...	5	779	500	6	1039	600	1	262	200	...	...	...	155	30978	22900	
Perozepur ...	...	...	...	2	474	100	22	8885	4300	169	144885	64210	...	...	...	...	...	...	12	7343	3100	...	...	...	...	...	...	4	3281	1300	18	10853	5200	

Zillah Backergunge;
Collector's Office,
The 7th September 1867.

H. C. Sutherland,
Officiating Collector.

STATEMENT of Government Promissory Notes, enfaced for payment of Interest in London, (under deduction of amount re-transferred to India,) and outstanding in the Books of the Bank of Bengal on the 7th September 1867.

PARTICULARS.	3½ per Cent. Loan of 1853-54.	4 PER CENT. LOANS							4½ per Cent. Loan of 1856-57.	5 PER CENT.		5½ per Cent. Loan of 1859-60.	5 PER CENT. DEBENTURES FOR						TOTAL AMOUNT,
		of 1824-25.	of 1828-29.	of 1832-33.	of 1835-36.	of 1842-43.	of 1854-55.	Transfer of 1865.		P. W. of 1854-55.	of 1856-57.		1 year. Repayable Jan. 1868.	2 years. Repayable Jan. 1869.	3 years. Repayable Jan. 1870.	5 years. Repayable June 1872.	10 years. Repayable June 1877.	15 years. Repayable June 1882.	
Balance of 22nd August 1867 ...	52,600	26,666	2,346	20,53,973	32,89,100	1,24,31,400	98,65,200	61,05,800	16,500	46,13,300	5,68,62,400	3,64,91,800	...	50,000	6,87,000	10,65,000	20,58,000	31,21,000	13,87,92,085
ADD:																			
Amount enfaced at Madras between 23rd August and 7th September 1867	...	...	...	...	...	...	...	...	...	...	13,400	78,000	...	...	...	...	...	...	91,400
Amount enfaced at Bombay between 23rd August and 7th September 1867	...	...	...	2,026	26,500	1,26,500	1,05,000	12,000	...	2,000	1,32,700	1,57,800	...	...	...	...	...	...	5,64,526
Amount enfaced at Calcutta between 23rd August and 7th September 1867	...	...	...	...	25,000	1,03,000	20,000	85,000	...	...	6,29,000	1,28,400	...	...	...	...	2,30,000	2,36,000	14,56,400
Total ...	52,600	26,666	2,346	20,55,999	33,40,600	1,26,60,900	99,90,200	62,02,800	16,500	46,15,300	5,76,37,500	3,68,56,000	...	50,000	6,87,000	10,65,000	22,88,000	33,57,000	14,09,04,411
DEDUCT																			
Amount written off in the London Registers ...	...	...	...	1,706	700	...	15,000	...	...	...	92,000	48,300	...	...	...	...	...	...	1,57,706
Balance on 7th September 1867 ...	52,600	26,666	2,346	20,54,293	33,39,900	1,26,60,900	99,75,200	62,02,800	16,500	46,15,300	5,75,45,500	3,68,07,700	...	50,000	6,87,000	10,65,000	22,88,000	33,57,000	14,07,46,705

NOTE.—From 9th to 22nd July 1867, enfaced from India 15 lacs. Re-transferred from London 13 lacs.
From 23rd July to 8th August 1867, ditto 30 „ ditto ditto 5 „
From 8th August to 22nd „ „ ditto 22 „ ditto ditto 1 „
From 22nd „ to 7th Sept. „ ditto 21 „ ditto ditto 1 „
88 „ 20 „
20
Balance against India ... 68 „

PUBLIC DEBT OFFICE;
Bank of Bengal,
The 13th September 1867.

GEO. DICKSON,
Secretary and Treasurer.

[1519]

Statement of the Affairs of the Bank of Bengal for the Week ending 10th September 1867.

LIABILITIES.			Rs. As. P.
Proprietors' Capital, paid-up	...	...	2,20,00,000 0 0
Reserve Fund ...	...	...	18,58,423 4 7
General Treasury Balance at Head Office,	Rs.	50,95,765 11 7	
Ditto ditto at Branches	,,	1,04,77,891 1 7	1,55,73,656 13 2
Other Deposits at Head Office and Branches	...	...	3,61,66,170 7 3
Bank Post Bills, &c. ...	...	...	3,47,007 0 7
Bank Notes Outstanding ...	...	...	28,305 0 0
Sundries	...	...	3,71,106 10 4
		Rupees ...	7,63,44,669 3 11

ASSETS.			Rs. As. P.
Government Securities ...	...	...	95,66,312 10 0
Loans on Government Securities at Head Office and Branches ...	...	...	56,34,821 0 0
Accounts of Credit on ditto	ditto	...	21,76,698 14 9
Mercantile Bills discounted at	ditto	ditto	82,96,307 3 7
Dead Stock ...	...	...	5,87,900 5 9
Stamps ...	...	...	12,320 2 0
Balances with other Banks ...	...	...	22,00,722 12 1
Sundries	...	...	3,34,409 1 6
			2,89,11,492 1 8
Cash and Currency Notes at Head Office ...	...	Rs. 2,79,27,408 2 11	
Ditto ditto, at Branches ...	...	,, 1,96,05,769 0 2	4,75,33,177 2 3
		Rupees ...	7,63,44,669 3 11

By Order of the Directors,

GEO. DICKSON,
Secretary and Treasurer.

J. HECTOR,
Offg. Chief Accountant and Deputy Secretary.

Notice.

BANK OF BENGAL.

Calcutta, 11th September 1867.

UNDER orders of Government, notice is hereby given that the Bank of Bengal, General Treasury, and Public Debt Office, will be closed on the following days, *viz*:—On Friday, the 27th September, on account of the Hindoo Festival, "Mohaloya." From Thursday, the 3rd, to Monday, the 14th October, both days inclusive, on account of the Doorga and Luchmee Poojah Holidays. All Government acceptances which may fall due between Thursday, the 3rd, and Monday, the 14th October, will be paid by the Bank on any day after the 29th September.

By Order of the Directors,

GEO. DICKSON,
Secretary and Treasurer.

New Issue of Currency Notes.

IN continuation of Notification dated 1st July 1867, notice is given that Currency Notes of a new pattern, for Rupees 10, 20 and 50, are now issued from the Exchange Department of this Office.

The Notes are, in general character, very similar to those lately issued for Rupees 500 and Rupees 1,000; the chief points of difference being that in the Notes of the lower denominations the value, printed in letters in the Vernacular languages, is placed in the middle of the Note, instead of in the upper part.

The medallions containing in figures Rupees 10, 20 and 50, respectively, are at the lower, instead of the upper corners of each Note.

J. F. SHEKLETON,
Offg. Head Commissioner.

Great Eastern Hotel Wine and General Purveying Company, "Limited."

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of this Company, will be held at the registered Office of the Company, Nos. 1, 2, and 3, Old Court House Street, Calcutta, on Wednesday, the 25th September next, at 3 o'clock, for the purpose of determining upon the propriety of closing the Company's Establishment at Allahabad, and of selling or otherwise disposing of the property of the Company there.

Offers will be received for the concern, subject to the determination of the Meeting of the Shareholders.

By Order of the Directors,

C. B. WALLIS,
Secretary.

CALCUTTA,
The 21st August 1867.

Court for the Relief of Insolvent Debtors at Calcutta.

In the matter of Manuel Joseph Rodrigues, of Bow Bazar, in Calcutta, Clerk to the Coroner of Calcutta, an Insolvent. } Notice, that the petition of said Insolvent, seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Friday, the 6th day of September instant, and by an order of the same date the estate and effects of the Insolvent were vested in the *Official Assignee*.

Insolvent in person.

In the matter of Levenia Ballard, an Insolvent. } On Wednesday, the 4th day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Insolvent in person.

In the matter of Jacob Nazareth Joseph, an Insolvent. } On Monday, the 9th day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Insolvent in person.

In the matter of Peter DePenning, an Insolvent. } On Tuesday, the 10th day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Insolvent in person.

Chief Clerk's Office, the 10th September 1867.

In the matter of Dugald Lattey, an Insolvent.

In the matter of Lewis Albert Mendes, an Insolvent.

In the matter of A. C. Robertson, an Insolvent.

In the matter of Sreenauth Bose, an Insolvent.

In the matter of James Turner, an Insolvent.

In the matter of J. N. Ambrose, an Insolvent. } On Saturday, the 7th day of September instant, by six several orders of this Court, the said Insolvents were respectively adjudged entitled to their personal discharge under the Act XI. Vic., cap. XXI., as to all persons named in their Schedules as Creditors or claiming to be Creditors respectively.

Watkins, Stokoe and Co., *Attorneys.*

Oliver, *Attorney.*

Moses, *Attorney.*

Vertannes, *Attorney.*

Rogers, *Attorney.*

Insolvent in person.

In the matter of David Sanchez Smith, an Insolvent. } On Saturday, the 7th day of September instant, it was ordered that the hearing of this matter do stand adjourned until Saturday, the 28th day of September instant, and that the order made in this matter for the *ad interim* protection of the said Insolvent from arrest be enlarged to the said 28th day of September instant, and that the said Insolvent do then attend to be examined before the said Court.

Rogers, *Attorney.*

In the matter of Frederick William Quarry, an Insolvent. } Notice, that the petition of the said Insolvent seeking the benefit of the Act XI Vic, cap. XXI., was filed in the Office of the Chief Clerk on Tuesday, the 10th day of September instant, and by an order of the same date the estate and effects of the said Insolvent were vested in the Official Assignee.

Dodd and Orr, *Attorneys.*

In the matter of Frederick William Quarry, an Insolvent. } On Tuesday, the 10th day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Dodd and Orr, *Attorneys.*

In the matter of Antony George, an Insolvent. } On Tuesday, the 10th day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Carruthers and Co., *Attorneys.*

In the matter of Peter DePenning, an Insolvent. } Notice, that the petition of the said Insolvent seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Tuesday, the 10th day of September instant, and by an order of the same date the estate and effects of the said Insolvent were vested in the Official Assignee.

Insolvent in person.

In the matter of John George Culloden, an Insolvent. } On Saturday, the 7th day of September instant, it was ordered that the hearing of this matter do stand adjourned until Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Hoyle, *Attorney.*

In the matter of Pierre Joseph Augier, an Insolvent. } On Saturday, the 7th day of September instant, it was ordered that the hearing of this matter do stand adjourned until Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Weskin, *Attorney.*

In the matter of Catchick Thaddens Avetoon, an Insolvent. } On Saturday, the 7th day of September instant, it was ordered that the hearing of this matter do stand adjourned until Saturday, the 28th day of September instant, and that the order made in this matter for the *ad interim* protection of the said Insolvent from arrest be enlarged to the said 28th day of September instant, and that the said Insolvent do then attend to be examined before the said Court.

Vertannes, *Attorney*.

In the matter of Paterson Saunders, an Insolvent. } On Saturday, the 7th day of September instant, it was ordered that the first Court day in the month of September 1868 be appointed for the further hearing of this matter, and that unless cause be shewn to the contrary on that day, the said Insolvent be discharged personally, as well as to his after-acquired property, from all liabilities for debts, claims, and demands of and against the said Insolvent at the time of the filing of his petition for relief.

Barrow and Co., *Attorneys*.

In the matter of Ramnarain Doss, an Insolvent. } On Saturday, the 7th day of September instant, it was ordered that the hearing of this matter do stand adjourned until first Court day in March next, and that the order made in this matter for the *ad interim* protection of the said Insolvent from arrest be enlarged to the said first Court day in March next, and that the said Insolvent do then attend to be examined before the said Court.

Carapiet, *Attorney*.

In the matter of M. S. Templeton, an Insolvent. } On Saturday, the 7th day of September instant, it was ordered that the petition of the said Insolvent, seeking for relief under the Act XI. Vic., cap. XXI., be dismissed.

Insolvent in person.

In the matter of Denobundoo Dutt, an Insolvent. } On Saturday, the 7th day of September, instant, it was ordered that the hearing of this matter do stand adjourned until Saturday, the 21st day of September instant, and that the said Insolvent do then attend to be examined before the said Court.

Gillanders, *Attorney*.

In the matter of Henry Lewis, an Insolvent. } Notice, that an application for an *ad interim* protection order has been this day made by the said Insolvent, and that such application will be heard and disposed of by the Acting Commissioner of the Insolvent Court on Saturday, the 28th day of September instant, at the hour of ten o'clock in the forenoon.

☞ "*Any Creditor of the said Insolvent "desirous of opposing such application must appear "before the said Court at the time and place "aforesaid.*"

Carruthers and Co., *Attorneys*.

In the matter of William Cockburn, an Insolvent. } On Saturday, the 7th day of September instant, it was ordered that the petition of the said Insolvent, seeking for relief under the Act XI. Vic., cap. XXI., be dismissed.

Watkins and Stokoe, *Attorneys*.

In the matter of Solomon Moladina, an Insolvent. } On Saturday, the 7th day of September instant, it was ordered that the hearing of this matter do stand adjourned until Saturday, the 21st day of September instant, and that the order made in this matter for the *ad interim* protection of the said Insolvent from arrest be enlarged to the said 21st day of September instant, and that the said Insolvent do then attend to be examined before the said Court.

Barrow and Co., *Attorneys*.

In the matter of Edward Pryce Griffiths and James Falconer Curtis, Insolvents. } On Saturday, the 7th day of September instant, it was ordered that the Assignee do pay and divide the sum of Rupees seven thousand to and amongst all the creditors upon the estate of the said Insolvents as a dividend at the rate of one per cent. upon such of the debts admitted in the schedule of the said Insolvents and claims proved as have been duly substantiated in proportion to their several debts and upon the other debts admitted in the schedule when and so soon as such debts or any of them shall be duly substantiated upon affidavit filed in this Court from time to time for directions respecting any debts or any other matter or thing relating thereto

John Cochrane, *Official Assignee*.

In the matter of Woomachurn Paul and Kadarnauth Paul, Insolvents } On Saturday, the 7th day of September instant, it was ordered that the Assignee do pay and divide the sum of Rupees 18,659-0-0 to and amongst all the creditors upon the estate of the said Insolvents as a dividend at the rate of ten per cent. upon such of the debts admitted in the schedule of the said Insolvents and claims proved as have been duly substantiated in proportion to their several debts and upon the other debts admitted in the schedule when and so soon as such debts or any of them shall be duly substantiated upon affidavit filed in this Court from time to time for directions respecting any debts or any other matter or thing relating thereto.

John Cochrane, *Official Assignee*.

In the matter of Theodore Dickens, an Insolvent. } On Saturday, the 7th day of September instant, it was ordered that the Assignee do pay and divide the sum of Rupees 3,625-15-3 to and amongst all the creditors upon the estate of the said Insolvent as a dividend at the rate of Rupees 3-2 per cent. upon such of the debts admitted in the Schedule of the said Insolvent and claims proved as have been duly substantiated in proportion to their several debts and upon the other debts admitted in the schedule when and so soon as such debts or any of them shall be duly substantiated upon affidavit filed in this Court from time to time for directions respecting any debts or any other matter or thing relating thereto.

John Cochrane, *Official Assignee*.

In the matter of George Henry Tayler, an Insolvent. } On Saturday, the 7th day of September instant, an account of the receipts and disbursements of the Official Assignee, from the sixth day of June 1864 to the first day of September instant, was filed in the Office of the Chief Clerk, and it was ordered that Saturday, the 28th day of September instant, be appointed for the further hearing of this matter for the purpose of making a Dividend.

☞ "*Any Creditor or other person interested who may intend to establish or oppose any claim upon the estate of the said Insolvent may attend and be heard having given notice to the Chief Clerk three clear days before the day of hearing.*"

J. Cochrane, *Official Assignee.*

In the matter of Hadjee Jaffer Moosah, an Insolvent. } On Saturday, the 7th day of September instant, an account of the receipts and disbursements of the Official Assignee, from the eighth day of April last to the first day of September instant, was filed in the Office of the Chief Clerk, and it was ordered that Saturday, the 28th day of September instant, be appointed for the further hearing of this matter for the purpose of making a Dividend.

☞ "*Any Creditor or other person interested who may intend to establish or oppose any claim upon the estate of the said Insolvent may attend and be heard having given notice to the Chief Clerk three clear days before the day of hearing.*"

J. Cochrane, *Official Assignee.*

In the matter of Kissen Chunder Mitter, an Insolvent. } On Saturday, the 7th day of September instant, an account of the receipts and disbursements of the Official Assignee, from the twenty-eighth day of February last to the first day of September instant, was filed in the Office of the Chief Clerk, and it was ordered that Saturday, the 28th day of September instant, be appointed for the further hearing of this matter for the purpose of making a Dividend.

☞ "*Any Creditor or other person interested who may intend to establish or oppose any claim upon the estate of the said Insolvent may attend and be heard having given notice to the Chief Clerk three clear days before the day of hearing.*"

J. Cochrane, *Official Assignee.*

In the matter of Maurice Chardon, an Insolvent. } On Saturday, the 7th day of September instant, an account of the receipts and disbursements of the Official Assignee, from the twenty-second day of February 1849 to the first day of September instant, was filed in the Office of the Chief Clerk, and it was ordered that Saturday, the 28th day of September instant, be appointed for the further hearing of this matter for the purpose of making a Dividend.

☞ "*Any Creditor or other person interested who may intend to establish or oppose any claim upon the estate of the said Insolvent may attend and be heard having given notice to the Chief Clerk three clear days before the day of hearing.*"

J. Cochrane, *Official Assignee.*

In the matter of James Hamilton Robinson, an Insolvent. } On Saturday, the 7th day of September instant, an account of the receipts and disbursements of the Official Assignee, from the twelfth day of February last to the first day of September instant, was filed in the Office of the Chief Clerk, and it was ordered that Saturday, the 28th day of September instant, be appointed for the further hearing of this matter for the purpose of making a Dividend.

☞ "*Any Creditor or other person interested who may intend to establish or oppose any claim upon the estate of the said Insolvent may attend be heard having given notice to the Chief Clerk three clear days before the day of hearing.*"

J. Cochrane, *Official Assignee.*

In the matter of Rogoonauth Burnick, an Insolvent. } On Saturday, the 7th day of September instant, an account of the receipts and disbursements of the Official Assignee, from the sixth day of February 1866 to the first day of September instant, was filed in the Office of the Chief Clerk, and it was ordered that Saturday, the 28th day of September instant, be appointed for the further hearing of this matter for the purpose of making a Dividend.

☞ "*Any Creditor or other person interested who may intend to establish or oppose any claim upon the estate of the said Insolvent may attend and be heard having given notice to the Chief Clerk three clear days before the day of hearing.*"

J. Cochrane, *Official Assignee.*

In the matter of Henry Lewis, an Insolvent. } Notice, that the petition of the said Insolvent seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Monday, the 16th day of September instant, and by an order of the same date the estate and effects of the said Insolvent were vested in the Official Assignee.

Carruthers and Co., *Attorneys.*

In the matter of Henry Lewis, an Insolvent. } On Monday, the 16th day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Carruthers and Co., *Attorneys.*

In the matter of Kaza Abdossmund, an Insolvent. } Notice, that the petition of the said Insolvent seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Tuesday, the 17th day of September instant, and by an order of the same date the estate and effects of the said Insolvent were vested in the Official Assignee.

Fenn, *Attorney.*

In the matter of Kaza Abdossmund, an Insolvent. } On Tuesday, the 17th day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Fenn, *Attorney.*

Chief Clerk's Office, the 17th September 1867.

To be peremptorily sold, by the Registrar of the High Court of Judicature at Fort William in Bengal, in its Ordinary Original Civil Jurisdiction, at the Town Hall, on Thursday, the Twenty-sixth day of September instant, at the hour of twelve o'clock at noon, pursuant to a Decree of the said Court, made in the Suit No. 960 of one thousand eight hundred and sixty-six, wherein Ramloll Mookerjee is Plaintiff, and Rakhal Chunder Day and another are Defendants, and dated the seventh day of January one thousand eight hundred and sixty-seven, the following property, that is to say :—

All that undivided two-third parts or shares of the Defendants, Rakhal Chunder Day and Chooneeloll Day, of, in, and to the messuage tenements, or dwelling-house, together with the piece of land thereunto belonging, situate at No. 109, Musjeed Battee Street, in Durjeeparrah, in the Town of Calcutta, the whole premises containing by estimation about ten cottabs, and butted and bounded as follows: on the North by the house of Woodoy Chund Dutt; on the South by the Company's Road, called Musjeed Battee Street; on the East by the potit or waste land of Munnoo Ameen; and on the West by the house of Doorgamoney Raur.

For further particulars and Conditions of Sale apply at the Office of Messrs. Carruthers, Pittar, and Dignam, Solicitors for the Plaintiff, No. 4½, Hastings' Street, Calcutta.

R. Belchambers,
Registrar.

Carruthers, Pittar, and Dignam,
Plaintiff's Attorneys.

High Court, Original Jurisdiction;
Registrar's Office, Calcutta,
The 9th September 1867.

Durrung Tea Company, "Limited."

Notice is hereby given that the Ordinary General Meeting of the Shareholders of this Company, called for the 16th instant, at 12 o'clock, has been postponed to the 21st instant, at the same hour and place, for the purpose of passing the Accounts for the half-year ending 30th June last, and for the transaction of any other business that may be brought forward.

J. H. Williamson,
Secretary.

Calcutta,
The 13th September 1867.

Tirhoot Indigo Company "Limited."

Notice is hereby given that the Eighth Half-yearly Ordinary General Meeting of Shareholders of the above Company, will be held at the Company's Office at noon, on Thursday, the 26th September instant, to receive the Directors' Report, pass the accounts for the past half-year, and transact any other business that may be brought before the Meeting.

By Order of the Directors,
William Moran and Co.,
Agents.

3, *Church Lane.*

Bengal Tea Company, "Limited."

The Fourteenth Half-yearly Meeting will be held at the registered Office, No. 14, Strand, on Thursday, the 26th September, at noon, to receive the Report and Accounts for the past half-year.

A. H. Blechynden,
Secretary.

Bishnauth Tea Company, "Limited."

We beg to give notice that the Eighth Half-yearly Ordinary General Meeting of Shareholders in the above Company, will be held at the registered Office of the Company, No. 1, Lyons' Range, on Monday, the 30th September instant, at 4 P. M., precisely, to receive the Directors' Report, pass the Accounts, and transact such other business as may be necessary.

By Order of the Board,

Turner, Morrison and Co.,
Secretaries.

Calcutta,
The 17th September 1867.

Hope Town Equitable Tea Company, "Limited."

In Liquidation.

All persons having claims against the above-named Company are requested to send detailed statements of the same, with vouchers, to the undersigned on or before the 30th day of September next, after which date no claims will be recognised.

W. H. Fitze,
Liquidator.

7, New China Bazar Street;
Calcutta,
The 31st August 1867.

Notice.

Application has been made to the Currency Office, Calcutta, for payment of a Currency Note, wrongly joined as follows :—

No. A20—93858 } One Note, for Rupees 10.
„ A21—60476 }

Lost,

First-halves of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

No. A27—75985, for Rs. 20.
No. A27—88090, „ 20.

H. Scott Hardinge.

Lost,

The Halves of the following Government Currency Notes :—

Nos. A20—87790, and A21—12478, for Rupees 10 each.

Gopal Chunder Bose.

Lost,

HALVES of the Government Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

No. A11—29347, for Rupees 50.
„ A13—13858, „ 100.

Lost,

WHOLE of the Government Currency Notes:—

No. 77998, for Rupees 50
„ 29369, „ 50
„ 52486, „ 20
„ 63244, „ 45903, „ 46201, } for Rs. 10 each.

Stolen,

THE following Government Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

No. 25377, for Rupees 10.
„ 66440, „ 20.
„ 66441, „ 20.
„ 66442, „ 20.

HURRA KISTO BOSE.

SEEBSAUGOR IN ASSAM,
The 27th August 1867.

Lost,

THROUGH the Post Office, the Second-half of a Currency Note, intimation of loss has been given to the Currency Office, Calcutta:—

No. A34—33049, for Rupees 20.

Missing,

THE corresponding Halves of the following Currency Notes, intimation given to the Currency Office, Calcutta:—

No. 83949, for Rupees 10.
„ 46314, „ 10.

Lost or Stolen,

HALVES of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

No. $\frac{30}{8}$28566
„ $\frac{30}{7}$93218
„ $\frac{30}{8}$43031
„ $\frac{30}{8}$33825
„ $\frac{30}{8}$39974
} For Rupees 100 each.

Lost or Stolen,

HALVES of the following Government Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

Nos. A25—76962, for Rupees 20, and A21—43687, for Rupees 10.

LEWIS COSSERAT.

Mislaid,

FIRST-HALF of Government Currency Note, No. A7—05726, and Second-half of Government Currency Note, No. A7—05729, of Rupees 10 only.

DEBINDRO LAL MITRA,
Oriental Bank.

Lost,

THE Right-hand halves of Government Currency Notes:—

Nos. A6—01666, 57049, and 01282, for Rupees 10 each; and the Left-hand half of Note, No. A6—01273, for Rupees 10.

Stolen,

FROM a registered letter in transit by Post from Cherra Poonjee to Dinapore, a full Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A35—50565, dated 16th May 1865, for Rupees 50.

SHIB CHUNDER SINGH.

CALCUTTA,
The 4th September 1867.

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A35—41555, for Rupees 50.

G. M. BOWIE, *Capt.*

SHILLONG,
The 27th August 1867.

Lost,

HALVES of Government Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

Nos. A7—50570 and A7—50571, one Note for Rupees 10.

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A35—22240, for Rupees 50.

Lost or Stolen,

CURRENCY Note, No. A38—08127, for Rupees 100.

HERALOLL NUNDY.

Lost,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A21—94959, for Rupees 10.

SYUD MOHAMED HOSSEN.

Lost,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A7—56043, for Rupees 10.

Lost,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta:—

No. A27—75275, for Rupees 20.

LUKHUN CHUNDER HALDER.

Lost,

HALVES of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

Nos. A46—49974 and 49431, for Rupees 500 each.

Nos. A38—47279, 37382, 47662, and 47663, for Rupees 100 each.

Lost,

HALVES of Currency Notes:—

No. A27—78869, for Rupees 20.
„ A21—16913, „ 10.

Lost,

HALVES of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta:—

First-half No. A19—94481, for Rupees 10.
Second do. „ A19—94480, „ „ 10.

Lost,

LEFT-HALF of Calcutta Currency Note:—

No. A20—97127, dated 10th May 1862, for Rupees 10.

GOBURDHUN DEY,
Clerk, Director's Office, Edl. Dept.

LAHORE,
The 28th August 1867.

Lost,

THE Right-half of Government Currency Note, No. A38—45552, for Rupees 100, intimation of loss given to the Currency Office, Calcutta.

GOPAUL CHUNDER ROY.

Lost,

HALF of Government Currency Note, No. A6—10526, for Rupees 10.

Just published.

In Pamphlet Form.

ACTS AND ORDERS relating to the Engagement and Transport of Native Laborers under contract for employment in Assam, Cachar, and Sylhet. Price—8 Annas.

To be had on application at the Offices of the Superintendent of Labor Transport, Calcutta, Commissioner of Assam, and Deputy Commissioner of Cachar.

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OFFICE OF SUPDT. OF GOVT. PRINTING.

No. 4, HASTINGS' STREET.

1866.

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CHIEF CLERK, OFFICE OF INSPECTOR-GENERAL OF JAILS, L. P.

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(Sd.) FRED. J. MOUAT, M. D.,
Inspector-General of Jails, L. P.

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Offg. Inspr.-General of Jails, L. P.

TERMS.

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Have been instructed to sell by Public Auction, to the highest bidder, on the Custom House Wharf,

On Wednesday, the 18th of September 1867,

Two Cases each 100 tins of Huntley and Palmer's Biscuits, marked [10] L N M and Co., Nos. 947 and 948.

Calcutta and Darjeeling

কলিকাতা এবং দারজি

Schedule of Rates per Maund at which Goods and Pas

সরকারি বুলক ট্রেনের দ্বারায় আরোহিগণদিগকে

The upward and downward rates are the same.

যাতায়াতের সমান ভাড়া

Calcutta. কলিকাতা	Colgong. কলগাঁ	Caragola. ক্যারাগোলা	Purneah. পুরণিয়া	Kissengunge. কৃষ্ণগঞ্জ	Titalyah. টিটেলিয়া	Seligorie. শিলীগোরি	Pankabary. পাঙ্কাবারি
Calcutta ...	0 0 0	2 14 0	3 5 0	4 4 0	5 3 0	5 6 6	5 10 0
কলিকাতা ..	০ ০ ০	২৸৵০	৩।৵০	৪।০	৫৶০	৫৵৬	৫।৵০
Colgong ..	0 8 0	0 15 0	1 14 0	2 13 0	3 0 6	3 4 0
কলগাঁ ...	।।০	৸৶০	১৸৵০	২৸৵০	৩৵৬	৩।০
Caragola ...	0 7 0	1 6 0	2 5 0	2 8 6	2 12 0
ক্যারাগোলা	।৶০	১।৵০	২।৵০	২।।৬	২৸০
Purneah ...	0 15 0	1 14 0	2 1 6	2 5 0
পুরণিয়া ...	৸৶০	১৸৵০	২৵৬	২।৵০
Kissengunge কৃষ্ণগঞ্জ ..	0 15 0	1 2 6	1 6 0
	৸৶০	১৵৬	১।৵০
Titalyah ..	0 3 6	0 7 0
টিটেলিয়া ...	৶৬	।৶০
Seligorie	0 0 0
শিলীগোরি	০ ০ ০

N. B. 1 Passengers are conveyed to and from Caragola, the fare of each passenger is the charge

১ আরোহিগণ ক্যারাগোলা পর্য্যন্ত যাতাযাত করিতে পারিবেন ও মনের ভাড়া প্রত্যেক আরোহিকে

2 A Transit Agent has been stationed at Pankabary for the purpose of receiving and forwarding

২ এক জন বিশেষ কর্ম্মচারি পাঙ্কাবাটীতে নিযুক্ত আছেন তিনি মজুরের দ্বারায় পাঙ্কাবাটীহইতে দার

3 No package will be received for any Station between Calcutta and Caragola.

৩ কলিকাতার এবং ক্যারাগোলার মধ্যস্থিত কোন স্থানের জন্য পাকেজ লওয়া যাইবেক না।

4 Passengers will be conveyed if there is room, or if a full cart load is engaged.

৪ আরোহিগণকে প্রেরণ করা যাইবেক যদ্যপি স্থান থাকে কিম্বা যদ্যপি একখানা গাড়ির সম্পূর্ণ বোঝাই

5 No packages, however small, will be charged for at a less rate than half a maund.

৫ যত ছোঁট পাকেজ হউক অর্দ্ধ মনের ভাড়ার কম লওয়া যাইবেক না।

6 Fractional parts of a maund up to half a maund will be charged as half a maund, above

৬ অর্দ্ধ মনের কম হইলে অর্দ্ধ মন পর্য্যন্ত অর্দ্ধ মনের ভাড়া লাগিবেক, অর্দ্ধ মনের অধিক হইলে এক মন,

7 Light packages will, at the discretion of the Agent or Post Master of the Office of despatch,

৭ রপ্তানী দপ্তরখানার কর্ম্মচারি কিম্বা পোষ্ট মাষ্টর বিবেচনানুসারে হালকা পাকেজ সকল মাপ করিয়া

8 Senders of goods should see that all packages are in water-proof coverings.

৮ দ্রব্য প্রেরণকারিরা দেখিবেন যে পাকেজ সকলের এমত আচ্ছাদন আছে যে জলেতে না ভিজিয়া

Government Bullock Train.

লীং সরকারি বুলক ট্রেন—

sengers will be conveyed by Government Bullock Train.

এবং দ্রব্য লওনের প্রত্যেক মনের ভাড়ার নিয়ম—

The downward rates for country produce.

দেশী দ্রব্য আনিবার ভাড়া

Pankabary. পাঙ্কাবারি	Seligorie. শিলীগোরি	Titalyah. টিটেলিয়া	Kissengunge. কৃষ্ণগঞ্জ	Purneah. পুরণিয়া	Caragola. ক্যারাগোলা	Colgong. কলগাঁ	Calcutta. কলিকাতা
Pankabary পাঙ্কাবারি	0 3 0 ৶০	0 6 0 ।৵০	0 11 0 ।।৶০	1 0 0 ১৲	1 4 0 ১।০	1 10 0 ১।৵০	3 0 0 ৩৲
Seligorie ... শিলীগোরি	0 3 0 ৶০	0 8 0 ।।০	0 13 0 ৸০	1 1 0 ১৵০	1 7 0 ১।৶০	2 13 0 ২৸৵০	
Titalyah ... টিটেলিয়া ...	0 5 0 ।৵০	0 10 0 ।।৵০	0 14 0 ৸৵০	1 4 0 ১।০	2 10 0 ২।৵০		
Kissengunge .. কৃষ্ণগঞ্জ ..	0 5 0 ৵০	0 9 0 ।।৵০	0 15 0 ৸৶০	2 5 0 ২।৵০			
Purneah ... পুরণিয়া ...	0 4 0 ।০	0 10 0 ।।৵০	2 0 0 ২৲				
Caragola ... ক্যারাগোলা	0 6 0 ।৵০	1 12 0 ১৸০					
Colgong ... কলগাঁ ...	0 0 0 ০ ০ ০						

for three maunds of goods.

দিতে হইবে।

packages from Pankabary to Darjeeling by coolies.

জিলিংপর্য্যন্ত পাকেট সকল গ্রহণ ও প্রেরণ করিবেন।

ভাড়া দেন।

Half a maund as maund.

পর্য্যন্ত এক মনের ভাড়া লাগিবেক।

be charged by measurement at the rate of 3½ cubic feet per maund.

৩।০ কিউবিক ফুটে ১ এক মন ধরিয়া ভাড়া ধার্য্য করিবেন।

যায়।

R. W. H. FANSHAWE, *Major,*
Offg. Post-Master General of Bengal.

Lost or Stolen,

SECOND-HALF of Government Currency Note, No. A20—41500, for Rupees 10, about the 30th of May last; intimation of loss given to the Currency Office, Calcutta.

Notice.

APPLICATION has this day been made to the Currency Office, Calcutta, for payment of the value of a Currency Note, consisting of halves bearing different Nos., *viz.*,—

First-half No. A31—48471,
Second-half No. A31—48469, } dated 6th May 1865, for Rupees 10.

ANSTRUTHER AND CO.

CALCUTTA,
The 10th September 1867.

Mutilated and almost destroyed,

A NOTE, No. A27—84596, for Rupees 100.

BRINCHEE SINGH.

Lost or Stolen,

THE Left-hand half of a Government Currency Note, No. A31—42739, for Rupees 10. Payment of which has been stopped at the Currency Office Calcutta.

NOTICE issued by the POST-MASTER GENERAL of BENGAL.

No. 176.

GOODS can be conveyed between Calcutta and Punkabarree daily (and also passengers when there is room or if a full cart is engaged) by Government Bullock Train. Packages for Darjeeling can only be prepaid as far as Punkabarree.

R. W. H. FANSHAWE, *Major*,
Post-Master Genl. of Bengal.

CALCUTTA,
The 17th December 1866.

NOTICES issued by the POST-MASTER of CALCUTTA.

No. 144.

The 12th September 1867.—Mail Packets *viâ* Marseilles, also *viâ* Southampton, for the Overland Mail, which leaves Bombay on the 29th September 1867, will be closed in this Office at 6 P. M. on Monday, the 23rd instant.

An Express Packet will be closed at 6 P. M. on the 24th idem.

No. 146.

The 13th September 1867.—Mails for Penang, Singapore, and Hong-Kong, for transmission per Steamer *Thunder*, will be closed at this Office on Wednesday, the 18th instant, at 6 P M.

No. 147.

The 13th September 1867.—Mails for Penang, Singapore, and Hong-Kong, for transmission per Steamer *Clan Alpine*, will be closed at this Office on Wednesday, the 18th instant, at 6 P. M.

No. 148.

The 14th September 1867.—The Overland Mail per Steamer *Candia* will be closed on Sunday, the 22nd instant, at 6 P. M.

Letters for Madras, Ceylon, the Straits, China, Mauritius, Cape of Good Hope, St. Helena, and Australia can be sent by this opportunity.

	Weight.	*Viâ Marseilles.*	*Viâ Southampton.*
Postage.	Under ½ Ounce	Rs. 0 6 8	Rs. 0 4 0
	„ 1 „	„ 0 13 4	„ 0 8 0
	„ 2 „	„ 1 10 8	„ 1 0 0

Printed and Published for the Government by F. J. BARLOW, *at the Office of the Bengal Secretariat, Calcutta.*

APPENDIX TO

The Calcutta Gazette.

WEDNESDAY, SEPTEMBER 18, 1867.

NOTICE

Is hereby given that the sale of the Proprietary right of Government to the Estates enumerated in the following Advertisements of Sale will be made subject to these

CONDITIONS OF SALE:

1*st.*—The Estates to be sold, subject to the Government Revenue against each, to the highest bidder above the upset price.

2*nd.*—The sale to be subject to existing leases and to the rights conferred by the settlement proceedings and laws in force, and Purchasers to be bound to respect the rights of resident cultivators who have signed the Schedule of Assessment made by the Revenue Authorities.

3*rd.*—If the amount of purchase-money do not exceed Rupees 100, the whole amount to be paid down at once.

4*th.*—If the amount of purchase-money exceed Rupees 100, one-fourth of the amount bid to be immediately deposited. If the balance be not paid by noon of the fifteenth day after the sale, reckoning the day of sale as one, or if that day be a close holiday, then by noon of the first succeeding Office day, the sale to be cancelled, the sum deposited being forfeited to Government, and the Estate to be again put up for sale at the risk of the defaulting Purchaser after issue of advertisement as in the case of original sale.

5*th.*—In addition to the ordinary Government Revenue fixed on the Estates, the Purchasers shall be bound to pay for the construction of roads and improvement of communications one per cent. on the Government Revenue assessed from the date of entry upon the purchase. This sum will be leviable in the same manner as other arrears of Revenue.

By Order of the Board of Revenue, L. P.,

R. B. CHAPMAN,

Secretary.

ADVERTISEMENTS OF SALE.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Estate, situate in the District of Hooghly, will be put up to sale, at the Hooghly Collectorate, on Thursday, the 19th September 1867, corresponding with 4th Assin 1274 *B. S.*

The Purchaser of this Estate will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix :—

Number in Statement of Government Estate.	Number in the District Roll.	Name of Estate and Pergunnah.	Area in Acres.	Government Revenue.			Upset price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
103	2601	Gholedigrooe, Pergunnah Boorsit ...	0 3 19	3 15 4	0 0 8	4 0 0	7 14 8	The right of the purchaser will be established from the 1st Bysack 1274 *B. S.*, on payment of Rs. 4 being the Government Revenue.

HOOGHLY COLLECTORATE,
The 20th August 1867.

E. H. WHINFIELD,
Offg. Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Estate, situate in the District of Bograh, will be put up to sale, at the Bograh Collectorate, on Wednesday, the 25th September 1867, corresponding with the 10th Assin 1274 *B. S.*

The Purchasers of this Estate will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix :—

Number of Statement of Government Estate.	Number on the District Roll.	Name of Estate and Pergunnah.	Area in Acres.	Government Revenue.			Upset price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
14	833	Talook Ramkanto, Pergunnah Borobajoo ...	0 2 14	.....	.....	.....	9 6 0	To be sold Revenue free.

BOGRAH COLLECTOR'S OFFICE,
The 21st August 1867.

W. WAVELL,
Offg. Collector.

NOTICE is hereby given that the undermentioned plots of Class C. land no longer required by the East Indian Railway Company, situated in the District of Beerbhoom, will be put up to sale, in the Beerbhoom Collectorate, on Tuesday, the 19th November 1867, corresponding with 4th Augran 1274 *B. S.*

2. The Purchasers of these plots will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix, with the exception of 1, 2, and 5, and with the addition of the following Condition :—

The plots to be sold revenue-free to the highest bidders above the upset price.

Number in Statement of Government Estates.	Number on the District Roll.	Names of Estates and Pergunnahs.	Area in Acres.	Revenue assessed.	Road Cess.	Total.	Upset Price.	Remarks.
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
152	26	Soorool, Pergunnah Barbuck Sing .	23 0 32	.....	.....	.....	1,000 0 0	The house standing on the land will not be sold.
61	449	Doomrah, Pergunnah Duree Mouressur...	3 0 39	....	.....	.....	80 0 0	
197	450	Futtepoor, Pergunnah Mallarpoor ...	5 3 14	.....	.....	.....	80 0 0	Twelve Mangoe trees standing on the land will not be sold.
197	450	Gowlah, Pergunnah Mullarpoor ...	3 1 16	.....	.....	.....	40 0 0	
211	92	Kalooroyepoor, Pergunnah Alleenugore ...	0 3 9	.....	.....	.....	10 0 0	

ZILLAH BEERBHOOM ;
Collector's Office,
The 5th August 1867.

J. M. LOWIS,
Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Estate, situated in the District of Purneah, and mentioned in the Statement hereto annexed, will be put up to sale, in the Purneah Collectorate, on Monday, the 18th November 1867, corresponding with the 3rd Aughun 1274 *B. S.*, or 7th Aughun 1275 *F. S.*

The Purchasers of this Estate will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix :—

Number.	Towjee Number.	Name of Mehal and Pergunnah.	Approximate Area in Acres.	Government Revenue.			Upset price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
118	498	Mouzah Bhandessar, Zillah Bhowaneepore, Pergunnah Dhurumpore.	72 1 7	48 0 0	0 8 0	48 8 0	96 0 0	

PURNEAH COLLECTORATE,
The 5th August 1867.

J. B. WORGAN,
Officiating Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Plots of C. lands relinquished by the East Indian Railway Company, situated in the District of Monghyr, will be put up to sale, in the Monghyr Collectorate, on Saturday, the 2nd November 1867. The Purchasers of these Plots will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix, with the exception of 1st, 2nd and 3rd, and with the addition of the following condition :—

"The Plots to be sold as free-hold tenures to the highest bidders above the upset price.

No. of Statement of Govt. Plots of Railway Class C. Lands.	No. on the District Revenue Roll.	Name of Estates and Pergunnahs.	Approximate Area in Acres.	Government Revenue.			Upset Price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
7	...	Plot of C. land in Mouzah Amwarry Burriarpoor, Pergunnah Kujra.	9 1 17 B. C. C. 28 6 0 standard.	0 0 0	0 0 0	0 0 0	225 0 0	
9	...	Plot of C. land in Mouzah Ooraing, Pergunnah Soorujgurra.	2 3 12 B. C. C. 8 11 1 standard.	0 0 0	0 0 0	0 0 0	25 0 0	
10	...	Plot of C. land in Mouzah Dhunary, Pergunnah Salemabad.	0 3 31 B. C. C. 2 17 0 standard.	0 0 0	0 0 0	0 0 0	65 0 0	
11	...	Plot of C. land in Mouzah Dhunary, Pergunnah Salemabad.	5 2 16 B. C. C. 16 18 8 standard.	0 0 0	0 0 0	0 0 0	189 0 0	
12	...	Plot of C. land in Mouzah Rampoor, Pergunnah Salemabad.	2 3 37 B. C. C. 9 0 2 standard.	0 0 0	0 0 0	0 0 0	125 0 0	
13	...	Plot of C. land in Mouzah Seehore, Pergunnah Salemabad.	3 1 24 B. C. C. 10 5 12 standard.	0 0 0	0 0 0	0 0 0	143 0 0	
14	...	Plot of C. land in Mouzah Rampoor, Seehore and Singarpore.	6 1 19 B. C. C. 19 5 8 standard.	0 0 0	0 0 0	0 0 0	268 0 0	
16	...	Plot of C. land in Mouzah Joynuggur, Pergunnah Salemabad	9 1 38 B. C. C. 28 13 13 standard.	0 0 0	0 0 0	0 0 0	439 0 0	
18	...	Plot of C. land in Mouzah Keeool, Pergunnah Salemabad.	4 2 15 B. C. C. 13 17 13 standard.	0 0 0	0 0 0	0 0 0	238 0 0	
19	...	Plot of C. land in Mouzah Mukdoompoor, Pergunnah Salemabad.	2 2 15 B. C. C. 7 16 5 standard.	0 0 0	0 0 0	0 0 0	114 9 0	

MONGHYR COLLECTORATE,
The 3rd September 1867.

C. T. METCALFE,
Offg. Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned, Estate, situate in the District of Mymensingh, will be put up to sale, at the Mymensingh Collectorate, on Wednesday, the 25th September 1867, corresponding with the 10th Assin 1274 *B. S.*

The Purchasers of this Estate will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix:—

Number in Statement of Government Estate.	Number on the District Roll.	Name of Estate and Pergunnah.	Area in Acres.	Government Revenue.			Upset Price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P. Y.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
75	5356	Kismut Ramdebpore, Talook Sheeb Shunker Surma, Pergunnah Burbazoo.	373 1 19 26½	111 0 0	1 2 0	112 2 0	224 4 0	

Collector's Office;
District Mymensingh,
The 7th August 1867.

H. J. Reynolds,
Collector.

Printed by F. J. Barlow, at the Bengal Secretariat Office.

No. 38] [419]

SUPPLEMENT TO
The Calcutta Gazette.

WEDNESDAY, SEPTEMBER 18, 1867.

OFFICIAL PAPERS.

Non-Subscribers to the GAZETTE *may receive the* SUPPLEMENT *separately on a payment of six Rupees per annum if delivered in Calcutta, or twelve Rupees if sent by Post.*

The New Settlement of the Colehan.

From T. B. LANE, ESQ., Secretary to the Board of Revenue, Lower Provinces, to the Officiating Secretary to the Government of Bengal,—(No. 2170B., dated the 6th May 1867.)

WITH reference to Government Order No. 3754T., dated 1st October 1864, I am directed to submit copy of a letter* No. 754, dated 6th April, from the Commissioner of Chota Nagpore, giving cover to a very careful and interesting report by Dr. W. H. Hayes, Deputy Commissioner of Singhbhoom, on the new settlement of the Colehan for thirty years, commencing from the 1st April 1867.

* With enclosures.

2. Previous to 1821 it does not appear that any attempt had been made to assess the Colehan. In that year the Coles first agreed to pay a tax of eight annas for each plough or yoke of oxen,—this assessment gradually yielded Rupees 8,000 per annum. In 1855 Colonel Davies made a new settlement for twelve years, and doubled the rate for each plough; the gross rent was thus raised to Rupees 23,266. The number of villages was at that time 786, and the population was estimated at 68,301. In the settlement just completed, Dr. Hayes has introduced the principle of assessment with reference to the quantity and produce of the land held by each cultivator, and has assessed a hâl of land (or as much land as can be cultivated by one plough), equal to about 8 Bengal beegahs, at Rupees 2, *i. e.*, 4 annas a beegah. The gross rent by the new settlement amounts to Rupees 64,828, nearly treble the amount of the preceding assessment. The number of villages has increased to 847, and the population to 1,18,281. Dr. Hayes has excluded from his settlement a few of the wildest villages which were also excepted by Colonel Davies, the inhabitannts being still nomadic, and the cultivation changeable; for these villages the old system of assessment has been retained, but the rate has been raised from 8 annas to 1 rupee for each plough.

3. The Board have observed, with much gratification, the success which has attended the settlement operations thus brought to a close by Dr. Hayes. Ten years ago such a measure could not have been expediently or safely carried through, and much credit is due to the Deputy Commissioner for the manner in which he has discharged this important duty. His report may advantageously be published for general information.

4. The Board solicit His Honor's confirmation of the new settlement for thirty years from 1st April 1867.

From COLONEL E. T. DALTON, Commissioner of Chota Nagpore, to T. B. LANE, ESQ., Secretary to the Board of Revenue, Lower Provinces,—(No. 754, dated the 6th April 1867.)

I HAVE the honor to submit, for the information of the Board and Government, copy of a report* by Dr. Hayes, Deputy Commissioner of Singbhoom, on the new settlement, for thirty years, of the Colehan, just completed, which is to have effect from the 1st instant.

* No. 30, dated 22nd February 1867.

2. The general principles on which this settlement has been made are explained in my letter No. 1424 of the 12th August 1864. The present is not simply a revision of an old settlement; it must be regarded as the first attempt to obtain from the Colehan as a Government estate, rent or land revenue assessed with reference to the quantity and produce of the land held by each cultivator. It is the fusion of a people, hitherto treated as exceptional, into the great mass of the agricultural rent-paying population of India. It is the determining, declaring, and recording the rights of a most important section of descendants of the first settlers in the lands reclaimed by their ancestors ages ago; and it will, I trust, operate both to secure those rights for ever, and give to the people an increasing interest in their country, and encourage them to persevere in improving it.

3. Previous to 1821 it does not appear that any attempt had ever been made to impose any regular tax or assessment on the Colehan. In that year the Coles were forced by the British

Government to acknowledge the Chiefs who claimed authority over them, and to agree to pay a tribute at the rate of 8 annas for each plough or yoke of oxen ; but the attempt to carry out the conditions only exposed the inability of the Chiefs to control the Coles, and eventually led to our taking the Colehan into our own hands. The mode of assessment by ploughs was continued, and at 8 annas per hâl or plough it amounted to 8,000 rupees.

4. In 1855, without altering the principle of the assessment, but by simply doubling the rate per hâl, after taking more pains to ascertain the correct number of hâls to each village, and to record the actual liability of each cultivator, a new settlement for twelve years was made by Captain, now Lieutenant-Colonel, Davies, which brought up the gross rent to Rupees 23,266 ; and, deducting the commission to Mankees, the heads of *Pirhis* or Pergunnahs and Moondahs, the heads of villages, to a net revenue of Rupees 17,448 ; the assessment at this amount was punctually paid for the last twelve years ; in no one instance has there been any neccessity for pressure or for remission.

5. Captain Davies' settlement was of 786 villages, and with a population estimated at only 68,301. Dr. Hayes now finds 847 villages, and a population of 1,18,281, of whom 93,968 are Coles, and the remainder Hindoos, chiefly Gwallahs.

6. The basis of settlement was comprised in the following conditions previously agreed to by the people :—

That the assessment on the hâl should be continued, but that the "hâl" should be taken as a denomination of a specific quantity of land to be fixed and determined by measurement, and that the rate should be raised from 1 rupee to 2 rupees per hâl.

7. A hâl of land, or as much land as it was supposed could be brought under cultivation by one plough, had been previously roughly estimated to be a quantity of land requiring five maunds or khundees of seed, therefore consisting of five khundees, and a khundee thus represents the local *beegah* ; but it was determined that the Colehan *hâl* should, with reference to this calculation, comprise an area of 12,500 square yards. It is therefore somewhat less than eight Bengal beegahs, and the assessment at 2 rupees comes to a fraction more than 4 annas a beegah.

8. The gross rent by the new settlement at this rate amounts to Rupees 64,828, nearly treble the amount of the former assessment. No alteration has been made in the rate of commission allowed to Mankees and Moondahs, who are not merely responsible for the rents, but are also the responsible and sole police officers in their respective Peers and Villages ; these officers, therefore, largely benefit by the new arrangement, and we have created a new class of officers, an accountant or writer, to each Peer. Deducting all commission thus allowed, the actual net rent to be credited to Government will be Rupees 46,247.

9. A few of the wildest of the Peers are excepted from this settlement ; they were excepted in Captain Davies' settlement when the assessment was doubled. It was thought they were not yet ripe for an adjustment of rent after measurement of land ; the people are still nomadic and the cultivation changeable ; for these villages the old hâl system has been retained, but the rate has been raised from 8 annas to 1 rupee.

10. In conclusion I beg to commend to the Board and Government the good services of the Deputy Commissioner, Dr. W. H. Hayes, who, thoroughly understanding the people with whom he has to deal, and possessing their full confidence, has accomplished a work requiring most delicate handling, in a manner that appears to me highly satisfactory.

From Dr. W. H. Hayes, Deputy Commissioner of Singbhoom, to the Commissioner of Chota Nagpore,—(No 30, dated the 22nd February 1867.)

I have the honor now to submit my report of the new settlement of the Government Colehan, which is an assessment on land instead of the old assessment on ploughs.

Colehan or Ho Desoon.—The tract to which the settlement appertains is called Colehan or the Ho Desoon, from its being the country of the Hos or Lurka Coles ; its length is from north to south about fifty miles, and from east to west about thirty miles. It is bounded on the north by the Seraikeyla and Khursowah Pergunnahs ; on the south by Keonjur, one of the Cuttack Tributary Mehals ; on the east by the river Khurkye and Pergunnah Bamunghatty, part of Mohurbhunj, also one of the Cuttack Tributary Mehals ; and on the west by the Porohaut and Chuckerdhurpore Pergunnahs. It forms by far the largest portion of the Singbhoom District. I find our first connection with the country dates back to 1820, when Major Roughsedge entered it with a large force of Infantry, Cavalry, and Artillery, to subdue the Coles, who were declared by the Chiefs of the neighbouring Pergunnahs of Seraikeyla, Khursowah, and Porohaut, as their subjects in rebellion. In 1821 it would appear that the people were subdued and engaged to submit to the Chiefs, and to pay them at the rate of eight annas per plough ; but the engagement was apparently made only to be broken, as it was soon found that the Chiefs could not control them. In 1836 it again became necessary to resort to severe measures. Major Wilkinson entered the Colehan then, and after subduing the Coles, separated their country from the Zemindaries of the Chiefs of Seraikeyla, Porohaut, Khursowah, and Mohurbhunj, and thus established in 1837 the tract now so well known as the Government Colehan under Colonel Tickell. It has since continued under our rule, has prospered, and, with one exception only during the mutinies when some of the Coles espoused the cause of the ex-Rajah of Porohaut, and which may be ascribed more to a feeling of loyalty towards the family of their old Chief than to any wish of the people to throw us off, the Coles have been peaceable, and have rapidly and perceptibly changed from robbers and rebels to useful agriculturists.

Owing to the unfavorable impressions of the country that had been received from hearsay, Major Roughsedge was agreeably surprised to find that it was fairly cultivated, studded with numerous villages, and large groves of trees. Since then cultivation and population have both increased ; all waste lands round about Chyebassa for a considerable distance have entirely disappeared, and the jungle that remains in other parts of the Colehan will no doubt also be reclaimed.

Height and Climate.—The height of the tract above the sea level is on the average from 800 to 1,000 feet ; its aspect is particularly pleasing, being undulating with ranges of hills jutting out

here and there ; its climate from my experience is very fair ; the rains and cold season are agreeable, but the heat is severe in April, May, and June, when the hot westerly wind sets in.

Iron and Copper.—This soil is rich in iron, and, though none has yet been found in the Government Colehan, copper exists in Seraikeyla and Doognee. Iron is obtained in the rude native way with charcoal, and sells on an average from Rupees 2-6 to Rupees 2-8 per maund, and a considerable quantity is exported to Sonamookee, near Bancoorah and elsewhere in Lower Bengal. The copper, at the places I have named, seems to have been worked at various times, but without much success; and, although thus found near the homes of the people, it is now imported for the manufacture of ornaments and the other useful purposes this metal is put to. There is no coal in the country, at least none has yet been discovered.

Gold.—Gold exists in all the streams, but either from ignorance of proper manipulation, or from other causes, the quantity obtainable is so unremunerative that few trouble themselves to wash for it. I have not seen any quartz in any large extent to which the process of crushing might be applied, and I have not heard that it has ever been tried. Dr. McClelland, after one of his visits to Chyebassa, considered that the slates found about might be very remuneratively quarried, but no one has yet launched into the speculation; some enterprizing Tamariahs work it into platters and sell them at the markets, but, as they don't stand fire, these platters are not in great repute or demand ; none are exported.

Rivers.—The rivers and streams are very numerous; they are all to the north, affluents of the Khurkye, which is itself a tributary of the Subunrekha, and to the south of the Byturnee; but being filled with boulders and being all but dry, except in the rains, they are useless for purposes of a water communication, and until lately, from absence of land communication also, the Colehan was most difficult of access.

Natural or Jungle productions.—If the country is not rich in minerals, it possesses an abundant supply of forest trees; the most useful are the—

1*st.*—Mowah—furnishes oil from its seeds, and the country shurab from its flowers.

2*nd.*—Ason—used principally for the rearing and cultivation of tusser cocoons.

3*rd.*—Koosoom—furnishes oil from its seeds, an edible fruit and lac, and is used also for timber.

4*th.*—Sokooah—furnishes an edible fruit and resin, and is used for timber, very common.

5*th.*—Gomar—used as timber.

6*th.*—Pesor—ditto ditto.

7*th.*—Sisso—ditto ditto.

8*th.*—Dhao—a very hard wood, and is used for making cart wheels.

9*th.*—Urjoon—a very hard wood, and is used for making cart wheels.

10*th.*—Dhamun—a very flexible wood; is used for bhanghies.

11*th.*—Kend—exported; not put to much local use.

12*th.*—Polas—furnishes lac.

13*th.*—Kheeree or Acacia Catechu—put to no use; is used for timber.

The bamboo exists very plentifully, both thick and thin kind; also the chorat or spear grass, which is used for thatching; the chope or climbing kuchvar, which is also very plentiful, is used for binding and cording purposes.

The country is rich in jungle products,—lac, resin, and tusser cocoons; the Ason on which the last are reared, is sacredly preserved ; so are also the trees on which the lac is formed, *viz.*, Polas, Peepul, and Koosum; the Sakodah, which yields resin or dhoono, is so plentiful that no care whatever is bestowed on it.

Tusser.—There are three kinds of tusser reared by the Coles, which is about the only other occupation they have besides agriculture, *viz.*, Dhala, Nareah, Bogai.

The first two are ready in November, and are the best; the last, Bogai, is ready in December, and is rather indifferent. The value of the quantity exported is calculated at a lakh of Rupees for the whole District of Singbhoom.

Lac.—Lac is named in regard to its varieties after the trees on which it is formed, as Polasee, Kusmi, &c. ; the Kusmi is the best.

These jungle products are exported from the District into Sonamookee and Hazareebaugh.

Chyebassa.—In the tract of country I have described, the Sudder Station is Chyebassa, situated on the right bank of the River Roro, a tributary of the Khurkye, and its management is entrusted to a Deputy Commissioner, in subordination to the Commissioner of Chota Nagpore. It is divided into Peers or Pirhis, consisting of a certain number of villages. Over each Peer a Mankee presides, and is assisted by a Moonda or Deputy for each village, they perform all the duties of police, and collect, the rents, and receive for their trouble 26* per cent. on the gross collections. Each Mankee has also the help of a village Accountant, who receives 2 per cent. on the collections.

* Mankee 10 } per each
Moonda 16 } 100.

Villages—Population in 1837.—Our administration commenced with 622 villages, and a population roughly estimated at 90,000 souls, of whom more than three-fourths were Hos or Coles. The remaining fourth consisted of tautees or weavers, coomars or potters, gowalahs or cowherds, and camars or blacksmiths, with a few Ooryahs scattered among them. But the above number was probably over-estimated, as when Captain Davies made his settlement, the population was returned at under 70,000.

The revenue at this time was only Rupees 5,000, derived from an assessment of 8 annas per plough, renewable annually, and at the end of the first sixteen or seventeen years increased up to Rupees 8,000. In 1855, Colonel Davies, who was then the Officer in charge of the country, doubled the amount, and made a settlement for 12 years; the number of villages at this time had increased to 786.

Revenue in 1837.
Revenue in 1854.
Villages in 1854.

Settlement of 1867.—The twelve years' settlement just referred to expires this year, and is replaced by a settlement for 30 years by a very light assessment on land, except in a small portion of the country, which being still very jungly and infested with wild animals, *viz.*, Rela Rengra, Natooah, and Sarundah Peers. In these the previous rent has been simply doubled, and settlement made for 12 years.

The Board were pleased to notice my proposition for the present settlement as follows:

"The consent of the Lurka Coles to have the new settlement made according to measurement,

is certainly a very satisfactory sign of progress and improvement. Ten years ago, the mere mention of the measurement of their lands would have caused much excitement and discontent."

Very probably the Coles would have opposed the new settlement if it had been conducted as settlements are generally made; but in adopting the means by which it was done to their intellect, retaining all their local terms, and eschewing whatever was beyond their comprehension, I have found no difficulty in completing it to their entire satisfaction. The Colehan is now treated as the property of the Government, and no middlemen or jaghirdars or talookdars intervene between the ryots or actual cultivators and the proprietor; the rents are paid direct to the Deputy Commissioner, the Mankees and Moondahs guaranteeing that any short-comings of the ryots, if they occur, will be made good by them. A form of the agreement entered into with them, will be found among the statements annexed to this report.

The whole of the Colehan is rent paying, except a few villages (*vide* the statement of lakhiraj grants). The gross rents by the present settlement will amount to Rupees 64,828-14, and by a census I have taken, I make the population to be 118,281.

The rate of rent is fixed at Rupees 2 per hâl, containing five local beegahs or khundees. The local khundee is as much land as is usually sown by a maund or 80 lbs. of seed. According to the measurement adopted, the hâl now contains 12,500 square yards, or 7 beegahs 16 cottahs and 4 chittacks Bengal measurement. It is therefore a trifle more than 4 annas a beegah, or about 12 annas an acre; and one rate has, with the choice of the people, been fixed for all qualities of land, each cultivator holding his proper proportion of good and bad lands, which is the essential peculiarity of the *hâlbundee*, or the settlement that prevails in these jungle districts. The qualities of land in the country are known as Bera, first quality; Bad, second quality; Gora, or third quality. The pasture and garden land are not assessed.

I wish I could apply to Singbhoom, Lord Canning's dictum that the ryots in India had very little to learn in the way of cultivation. The people of the Colehan have yet much to learn; still looking back a few years, we cannot but be struck with the improvement that they have made. From being nomadic in their habits, moving from place to place with the herds of cattle on which they were assessed, and cultivating patches here and therefor one or two crops only, they have gradually become stationary, and established themselves in picturesque villages. The alternation of crops is partly understood, and the seasons are well observed by them. Formerly only one crop of summer rice was raised by them, but we have now the early or Gorah crop, the autumnal or Bad, and the late or Bera crop followed where the Coles are most civilized, that is in the immediate neighbourhood of Chyebassa, by wheat, gram, and mustard seed, and the second crop of teel (sesamum); a first crop or bhado teel (sesamum) is raised simultaneously with the autumnal rice crop.

In their gardens the Coles raise tobacco and cotton for their own use, but not sufficient for their own consumption, and these articles are largely imported into the district; they also raise Indian Corn, Gondilee, and Murwah, and various native vegetables.

The Coles have had very good reason to be attached to the Government, for its officers placed over them have made their improvement their most earnest study. All kinds of seeds have been introduced into the country, but the love of the Coles for their cattle and pigs is opposed to all endeavours to improve their produce.

Tobacco.—I have seen very good large leaved tobacco in the Colehan, but it is rare; the ordinary and most common kind is a miserable small leaf tobacco.

The kinds of cotton are the Booree, an annual grown in the gardens; the Rhoteah, also an annual grown in the Gorah fields and slopes of hills, and the Boreah, a perennial, also grown in the gardens; the Booree and the Boreah are foreign kinds, originally introduced by the Sudree population of the district, and passed on to the Coles. The Rhoteah variety is indigenous. Cotton cultivation, though greatly increased since the American war, only produces sufficient for home consumption, and none is exported; the price of uncleaned country grown cotton is on an average 24lbs. per rupee at the local markets; a very large quantity of cotton thread is imported into the country.

Sugarcane.—Sugarcane, though extensively cultivated by the Sudree population in the other pergunnahs of the district, has found no favor with the Coles, and it is not cultivated by them; neither tea nor coffee are cultivated.

Implements for culture.—The agricultural implements of this race consist of the ordinary native plough, such as is common all over Bengal, a koorool or harrow, the common koodalee or spade, and the hunsua or sickle. They thrash the grain out with ther feet or with their cattle going round a pole or a charpoy, and husk it in the ordinary native "dhenkee." Bullocks are chiefly used for ploughing, but buffaloes are preferred, and good many are annually brought into the district for sale. The Coles use both cows and female buffaloes for draught; they have no regard for milk, and the calves are let loose with their mothers.

Cattle.—The cattle of the Colehan are like ordinary Bengal cattle, very small; they only are used for draught; ponies and asses, &c., are not kept.

Suggur.—The only kind of cart in use in the country is the "suggur," a rough made frame on block wheels, but well adapted for the rugged tracks and unmade roads.

Oil Press.—In every village is seen an ominous looking instrument that looks very much like a pair of stocks, but which is an oil press, consisting of two pieces of timber made to approximate with wedges; the oil seed contained in a small basket is put between the two and thus pressed; the oil oozes out and falls into a receiver on the ground.

Manufacture.—There are no manufactures peculiar to the Colehan; the Coles employ themselves

solely in the cultivation of their lands; they use an adze pretty well in making ploughs or other instruments for cultivation, but make nothing to sell; in every village community there are two or three families of tantees or weavers, camars or blacksmiths, and gowallahs or cowherds exist; these people, in their respective callings, make whatever is made, *viz.*, country cloths, ploughshares, cotton gins, &c.

Markets.—The only market town of any importance or size in the Colehan is Chyebassa, but for the Singbhoom District, Seraikeyla, Khursowah, Kera, Chuckerdhurpore, where their respective Chiefs reside, also afford resorts to mahajuns and places for trade.

Seraikeyla, Khursowah, Chuckerdhurpore, Kera.

Hâts or Weekly Markets.—Weekly markets or hâts are held in all directions, and one occurs nearly every day in the week somewhere. Salt traders, lead sellers, ornament sellers, cloth merchants, and others take their wares to them and receive in return grain, oil seeds, and jungle and cultivated products, or sell their wares for cash, but the bulk of the purchasers are by barter.

Annual Fair.—An annual fair is also held at Chyebassa during the last fortnight in December, when buffaloes, brass vessels, and cloths find considerable sale. About this time the village headmen pay in the rents and receive their commission, the harvest is stored, the jungle products and oil seeds are ready, and a very cheerful gathering takes place.

Roads.—Roads are a new feature in the Colehan. Not many years ago, it was stated that an attempt to lay out one caused the people to take to the hills, but the following lines are now completed:—

1.—Chyebassa to Ranchee road, 50 miles.

2.—Chyebassa to Midnapore, 75 miles.

3.—Chyebassa to Byturnee River, 40 miles.

There is under construction, besides, a road from Chyebassa to the Subunrekha River, or the Singbhoom portion of the Burrakur Railway Feeder. It is also in contemplation to construct a road to Bonai, one of the Gurhjat Mehals, so that Chyebassa forms a centre from which roads will diverge to Chota Nagpore, Midnapore, the Gurhjat Mehals and Maunbhoom.

Social conditions of the Coles or Hos.—Colonels Dalton and Tickell have almost exhausted all description of this race, and I dare say I shall be considered (not without some truth) as having borrowed from them the following remarks:—It is quite apparent that, though a branch of one of the aboriginal races of India, the Singbhoom Coles, are aliens in this part of the country; they themselves have a tradition that they came from the west as a bridal cortége, and turned out the Sarawuks, Bhooyas, and other races that were in possession at the time: this may appear very improbable, but it is possible, as one has only to look back at the expulsion of the Dhoroahs from Pergunnah Bamunghatty not very long ago to be satisfied that it was quite easy for one race to expel another in these parts. Their features are much more regular than those of the Moondarees of Chota Nagpore, and of the Sonthals and Boommizes found elsewhere, but from the similarity of language, customs, and ceremonies, it is not unlikely that they are the same race, only from having kept themselves very exclusive they have retained many old habits and ideas now thought savage, which their more favored brethren, from mixing with the more civilized Hindustanee races, have got rid of.

Exclusiveness.—The exclusiveness of the Singbhoom Hos or Coles is a very remarkable feature in their history. Although for centuries probably under nominal allegiance to a Hindustanee Chief, and for the last twenty-nine years under British rule, and with gowallah and kurmi villages interspersed among them, they have most persistently resisted all mixture with the other races of the country. They will not allow any aliens to hold lands in their villages, nor will they talk any other language but their own. The only persons of alien race that they associate with, but only so far as suits their own convenience, are the tantees or weavers, coomars or potters, and camars or blacksmiths, and in most village communities, as I have before mentioned, a family or two of each of these castes exist.

Botoi.—The characteristic dress of the race is a *botoi*, or what the Ooriahs designate kopeen. Both men and women wear it, and it is merely a waist cloth hiding what should not be seen. With the men the ordinary native dhootee is taking the place of the botoi. The women, however, most rigidly adhere to it, but as they advance in civilization they wear over it sarees and other loose garments; the young women generally clothe themselves decently, but the old women rather prefer appearing in the *botoi*, which, with a considerable quantity of beads round their necks, is all they wear.

Religion.—Their religion consists in the worship of God, as represented in His great work, the sun, called Singbonga, with offerings and sacrifices of cattle, poultry, and grain. They have an idea of a future state, but nothing clear of heaven and hell, and believe in spirits, which are named according to the functions they are supposed to perform and in times of sickness and adversity; one is invoked and propitiated with offerings. The offerings are made by the village elders, who are from age most experienced in the necessary ceremonies, and are selected according to their reputed propitiatory powers. The Hos have their sacred groves called "*joeras*" in every village where the spirits are supposed to hover. These joeras are not without their use in attracting rain, and when a tree is hurt or cut down belonging to one of them, it is firmly believed the spirits get incensed and cause a drought: what a glorious conservative notion! The Sonthals and Boommizes have also great reverence for their joeras, which is one of the reasons for supposing the identity of these races.

Birth.—At the birth of a child the husband and wife are considered *bessee* or unclean for a certain number of days (no difference for a male or female child), when the ceremony of purification or *subsee* occurs with feasting, and the family are again admitted into society, and the child is named. If the first, it is named after the grandfather or grandmother, according to its sex; the others are named promiscuously after other members of the family.

The naming of the child is done by immersing a grain of oorid in water, and at the same time mentioning the name the child is to bear; if the grain floats it is all right; if it does not, another name is given; but as this grain invariably floats, the parents are rarely disappointed.

Marriage.—Marriages among this race are made in adult life; the essential in a marriage ceremony is the exchange by the bridegroom and bride of illee or beer; they drink to one another, having previously exchanged a few drops from each other's glass: the object of this is, that as two different tribes marry, the exchange of the illee is to show the wife's admission into the tribe of her husband. The marriage preliminaries are arranged by the young people, but the parents have their say, as the girl has her price of so many head of cattle which must be paid before they give their consent The price asked for the women is very high, 30, 40, and 50 head of cattle being common; good connection and clear complexion being always in highest demand, and nothing that can be said alters the idea of the people on this point. In the old days the girl was carried off by force by the boy's friends, and the parents were obliged to submit to whatever terms were afterwards offered; but now that the preliminaries are carefully considered by all parties, instead of the custom relaxing as was expected, it seems to be in greater force, and the demands are most exorbitant; the present generation of fathers must die out before any improvement in regard to the selling of their daughters can occur, I am afraid. By a curious arrangement among them, a cow, a goat, sheep, and a rupee, have, on these transactions, the same value.

The preliminaries having been agreed to, the bride's people come to drive away the cattle; the beer then has to be prepared, as for every head of cattle a pot of beer is given in return; and when everything is ready, she is led to her intended husband's village by all the young damsels in her neighbourhood with music and dancing; the husband's party meet them outside the village and lead them in, and then they join in and have a regular carouse; the amount of beer consumed is generally very great, and the guests retire rather the worse for their potations. The honey moon lasts for three or four days, when the bride is expected to run away to her parents, where her husband goes to fetch her, and then the ordinary routine of married life commences. Cole marriages are much influenced by omens, and many a loving couple have been doomed to disappointment in consequence of ill omens while the preliminaries were under consideration; the fall of a branch of a tree is most fatal, so also the sight of a jog. Cole or Ho society allows considerable latitude to unmarried girls, but the immorality, if there be any, is confined to themselves, as no aliens are allowed to overstep the bounds of propriety. If a married woman errs, the lover or the person who leads her wrong has to pay her price to her husband, which seems to act as a very good check upon such practices. A Cole or Ho makes a regular companion of his wife; she is consulted in all difficulties, and receives the fullest consideration due to her sex.

In the absence of all written records, for these people have only a spoken language, the wife is a very important member of Cole society, as through her all the traditions are passed down to the children; she is generally the sole mistress of the house, but if she fails to have children, a second wife is taken, who is the sister or cousin of the first wife, and is chosen by the latter.

Death.—Their dead are, in the first instance, burnt, and the ashes buried, and a flat stone marks the spot where it lies. A collection of these stones under some old tree, generally a tamarind, is a very curious feature in Cole villages. Colonel Dalton describes it as an indelible one, as they are found in places where Coles have not existed for centuries. The Boommizes have similar stones over the ashes of their dead. Pilgrimage for the final disposal of the ashes, as with the Sonthals, is unknown among them.

Colonel Dalton has described the Cole funeral so well that I must be pardoned for quoting from him the following:

"On the death of a Ho or Moondah, a very substantial coffin is constructed and placed on faggots of firewood. The body carefully washed and anointed with oil and turmeric is reverently laid in the coffin, and all the clothes and ornaments used by the deceased are placed with it, and also any money that he had about him when he died. Then the lid of the coffin is put on, and faggots piled above and around it, and the whole is burned. The cremation takes place in front of the deceased's house. Next morning water is thrown on the ashes and search made for the bones; all the large fragments are carefully preserved, the remainder with the ashes are buried then and there. The selected bones are placed in a vessel and hung up in the house in the place where they may be continually viewed by the widow or mother. Thus they remain till the very extensive arrangements necessary for the final disposal are effected; a large monumental stone has to be selected, and it is sometimes so large that the men of several villages are employed to move it. It is brought to the family burial place; a deep round hole is dug beside it, and when all is ready, a procession is formed, consisting of one old woman carrying the bones on a decorated bamboo tray, one or two men with deep sounding wooden drums, and half a dozen young girls, those in the front rank carrying empty and broken pitchers and brass vessels.

"The procession moves with a solemn sliding step in time to the deep sounding drum. The old woman carries the trav on her head, but at regular intervals she slowly lowers it, and as she does so the girls quietly lower and mournfully reverse the pitchers and brass vessels to show that they are emptv. In this manner the remains are taken to the house of every friend and relative of the deceased, within a circle of a few miles, and to every house in the village, and as it approaches, the inmates come out and mourn as they call to mind all the good qualities of the deceased.

"When this part of the ceremony is completed, the procession returns to the village and moves in circles round the grave, gradually approaching its goal; at last it stops, and a quantity of rice and other food cooked and uncooked is now cast into the hole; the bones are then put into a new earthen vessel and deposited on the rice, and the hole is

filled in and covered with the large slab which effectually closes it against desecration."

Festivals.—Their festivals are all connected with their harvest, when a good deal of dancing and drinking occurs; they have no stated times for these festivals, but each village celebrates them when the arrangements are ready. The most important seems the *magee*, which is characterized by a great freedom of language, such as the Hindustanees use during the *hooly*. It is difficult to assert what music is peculiar to the race; the big drums, bamboo flutes, and rude fiddles they use, they have got from the Sonthals; their songs and dances also are borrowed from the Sonthals.

The songs are a jumble of Ooryah and Cole words without any meaning, and the same words are repeated over and over again, accompanied with dancing until the singers and players are exhausted. Their dances are two only—a quick one, danced at the *magee*, and a slow one danced at other times. Men and women dance together in a ring, and the way they keep it up is wonderful. I have known one set keep dancing the whole night with occasional tipples of beer to refresh them. The Hos are of a very happy temperament, and whenever they have an extra brew of beer they amuse themselves with dancing and singing he Sonthals and Boommizes, whose dances are identical, have the same disposition.

Language.—Their language is an unwritten one, and is identical with that of the Sonthals, Boommizes, and Moondarees, but from their exclusiveness it is much purer and not mixed with Hindustanee words. It is entirely wanting in words of love or endearment, but perfectly free from the horrid abusive expressions that other native languages abound in. From my knowledge of Cole, I have found no difficulty in understanding or in making myself understood by the Sonthals of Bamunghatty, the Boommizes, or Mootkans of Dhulbhoom, and the Moondaries of Chota Nagpore. In one of the numbers of the Asiatic Societies Journal, a vocabulary of the Cole language, by Colonel Tickell, was published; the number is not to be had, I believe easily, and I would recommend its being reprinted for Government use. I question very much the policy of using only Hindustanee for conversing with the people of the Chota Nagpore Division: interpreters have to be employed, and the people keep back more than half of what they wish to say to their officers. Why should not qualification in this language be as much encouraged as it is in the Assam Hill languages, for which the Government hold out a premium?

Illee—The Hos, like all other or most other races, have an intoxicating beverage of their own; the Moondarees, Sonthals, and Boommizes have a similar beverage, and apply the same name "illee" to it. It is made from rice, which is boiled and allowed to ferment, and when sufficiently intoxicating, is drunk. To be able to prepare it properly is considered one of the best accomplishments that a damsel can possess.

Weapons.—Their weapons are the axe and bow and arrows, in the use of which they have great repute, and it has obtained for them the appellation of lurka or warrior Cole: their full war dress on the occasion is some gay colored turban on the head, a kopeen round the waist, an axe over one shoulder, a quiver of arrows at the side, and a bow in one hand.

Conclusion.—This race, whose characteristic features the foregoing so poorly conveys, are found in Singbhoom in various degrees of civilization, in the south of the district; they exist detached, shewing by their isolation their mistrust of one another and of mankind in general; but as Chyebassah is approached, they by degrees unite themselves for mutual protection, as it were, until their villages assume some importance by their size. They have no prejudices of caste; the cooked rice is the only article on which any restraint is put, but in the use of every other kind of food they have perfect freedom. They are very superstitious, and until lately their belief in witchcraft led them to the most cruel murders. A whole family was sometimes destroyed, including innocent babes, if one of its members was supposed to be bewitched by any one, for the sole reason that no body belonging to it would then be able to retaliate This superstition is so strongly rooted in them that, during the mutiny, when the district was without an officer, the Coles of the south very unfortunately allowed it to outweigh the few lessons of wisdom they had learnt and it lead them into much trouble: no greater term of reproach than wizard or witch to any one can be used. They are as sensitive as they are superstitious, and very regardless of their own lives, an angry look or an angry word being sufficient to make them resort to self-destruction. In the Colehan they have retained all their independence, but under the Native Chiefs of Saraikeyla, Khursowah, Porahat, and Mohurbhunj, they have been dispossessed of their lands by the more favored Hindustanees to whom they act as servants, farm laborers, and seem, with their degradation, to have lost all their natural pride.

WHEREAS a settlement of the village of has been made with you as Moondah for 30 years, from the year to the year , at an annual jumma of Rupees , you will collect the rents from the ryots as they become due, according to the detailed nominal list of rent payers appended. If within the year you fail to pay in the amount of a whole kist or portion of it, the Deputy Commissioner may recover the amount by the sale of your property, moveable and immoveable, and may cancel your lease and remove you from the Moondahship. You will, with the ryots of the village, keep in repair all embankments and preserve groves of trees and encourage all works of improvements and measures calculated to extend the cultivation and add to the prosperity of the people; you shall make no excuse of drought or diluvian or desertion of ryots in realizing the revenue. If, through your care and management, any unreclaimed land, not previously assessed, is brought under cultivation, you will be at liberty to make arrangements with the cultivators, and after allowing them to hold such lands rent-free for such a period as is likely to

encourage the extension of cultivation, and is agreed to by your Mankee, you may proceed to assess and realize the rent of such lands at a rate not exceeding the village rate by this settlement established, and, during the period of your lease, one-half of the rent so realized will be for your own use, and the other half shall belong to the Mankee.

On the appointed day you shall pay the Government rent due by you through the Mankee, and proceed with the Mankee to see it paid into the Treasury and the accounts cleared, and from the revenue paid in, the commission due to you, and the Mankee shall be paid by the Officer in charge of the Treasury. For your services as Moondah you shall receive

Should any ryot fail to pay the rent due, you may, within the year, apply to the Deputy Commissioner for permission to distrain his property, and the Deputy Commissioner shall dispose of such application according to law.

As Moondah you are the responsible Police Officer of your village, and shall act as such according to the orders you have received, or may receive from the authorities. As Police Officer of the village you are subordinate to the Mankee, who is Police Officer of the Peer, and you must accordingly obey all legal orders you receive from him as well as from the superior authorities. All ryots of your village are bound to assist you in the discharge of your legal duties as Police Officer.

Should you die, resign, or be moved from the Moondahship before the expiry of the lease, the Government shall be at liberty, according to circumstances, to appoint, as your successor, your next heir if qualified, or if not, any member of your family found fit for the situation, or may call on the Mankee and villagers to nominate a successor, who shall be approved by the Deputy Commissioner, with the confirmation of the Commissioner.

Pottah to .. ... Mankee.

WHEREAS a settlement of Cherai Peer has been made with you as Mankee for thirty years, from the year to the year , at an annual jumma of Rupees , you will collect the rents from the Moondahs according to the list appended, and the instalments ordered by the Deputy Commissioner. If within the year you fail to pay any portion of the amount due, the Deputy Commissioner may realize the same by sale of your property, moveable and immoveable, and may cancel your lease and remove you from the Mankeeship. You will, with the Moondahs and the ryots of the several villages of your Peer, keep in repair all embankments and works for irrigation, and preserve groves of trees and trees planted by roads, and encourage all works of improvement and measures calculated to extend the cultivation and add to the prosperity of the people; you shall make no excuse of drought or diluvian or desertion of ryots in realizing the revenue. If, through your care and management, any unreclaimed land is brought under cultivation within the boundaries of your Peer, you and the Moondahs will be at liberty to make arrangements with the cultivators, and after allowing them to hold such lands rent-free for such a period as is likely to encourage the extension of cultivation, you may proceed to assess and realize the rent of such land at a rate not exceeding the village rate by this settlement established, and during the remainder of your lease one-half of the rent so obtained shall be for your own use, and the other shall be retained by the Moondahs.

On the appointed days you shall proceed with the Moondah to pay in the Government revenue to the Deputy Commissioner, and when the accounts are cleared, you will receive from that officer, from the rent paid in, the commission due to you, *viz.*, . Should any Moondah fail to pay his rent, you may within the year apply to the Deputy Commissioner for permission to distrain his property, and the Deputy Commissioner shall dispose of such application according to law.

As Mankee you are the responsible Police Officer of your Peer, and shall act as such in accordance with the orders you have or may receive from the authorities. The Moondahs of your Peer are Police Officers under you, and they and all ryots of your Peer are bound to assist you in the discharge of your legal duties as Police Officer of the Peer.

Should you die, resign, or be removed from the Mankeeship, the Government shall be at liberty to appoint, as your successor, your next heir, if qualified, or any member of your family found fit for the situation, or may select some other person.

Statement of different Castes of persons, inhabitants of the Colehan, with their number.

Number.	Castes.	Male.	Female.	Boys.	Girls.	Total.
1	Coles ...	24,638	24,783	23,451	21,096	93,968
2	Gowallahs	3,155	3,234	3,406	2,768	12,563
3	Tantees ...	1,315	1,361	1,509	1,260	5,445
4	Camar ...	317	319	273	157	1,066
5	Coomar ...	364	381	397	302	1,444
6	Bhooiah ...	417	468	387	289	1,561
7	Dhorooah ...	152	159	123	98	532
8	Bostum ...	38	38	15	17	108
9	Bhoomij ...	3	1	...	...	4
10	Koormee ...	190	192	173	141	696
11	Brahmins ...	3	2	...	...	5
12	Ghasees ...	24	28	30	18	100
13	Mistrees ...	1	1	1	3	6
14	Soondee ...	10	8	8	8	34
15	Sooree ...	1	1	2	...	4
16	Moodee ...	14	17	18	19	68
17	Hajam ...	11	12	9	9	41
18	Ooriah ...	4	4	6	1	15
19	Mahaly ...	62	67	72	62	263
20	Telly ...	2	2	...	...	4
21	Mochee ...	11	11	8	10	40
22	Mussalman ...	4	4	12	5	25
23	Dhoba ...	50	16	68	52	231
24	Dome ...	16	15	12	15	58
	Total ...	30,802	31,169	29,980	26,330	1,18,281

(Sd.) W: H. HAYES,
Depy. Commr. of Singbhoom.

CHYEBASSA,
The 29th March 1867.

General Statement of Colehan Settlement.

1	2	3	4					5	6	7	8	9	10	11	12	13	14	15
Number.	Names of Peers.	Number of Villages.	Population.					Gross rent by previous settlement.	Mankee's commission.	Moondah's commission.	Net rent credited to Government.	Gross rent by present settlement.	Mankee's commission.	Moondah's commission.	Peer Accountant's commission.	Net rent credited to Government.	Increase col. 8 and 13.	Decrease col. 8 and 13.
			Male.	Female.	Boys.	Girls.	Total.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.
1	Assontoliah ...	3	162	164	128	135	589	167 8 0	13 15 4	27 14 8	125 10 0	380 10 0	38 0 11	63 7 0	7 9 9	271 8 4	145 14 4	.....
2	Awlah ...	82	2,166	2,162	1,718	1,467	7,513	2,250 12 0	186 11 0	375 1 0	1,689 0 0	4,774 1 0	477 3 3	797 12 2	95 6 4	3,408 11 3	1,759 10 8	44 15 5
3	Bhurbhuria ...	32	1,578	1,566	1,541	1,287	5,972	1,383 8 0	115 4 9	230 9 6	1,037 9 9	3,668 5 0	366 12 3	611 5 11	73 5 1	2,616 13 9	1,580 11 11	1 7 11
4	Bur Peer ...	136	4,027	3,993	3,760	3,086	14,866	3,254 6 0	273 6 7	542 5 8	2,438 9 9	12,053 3 0	1,205 1 10	2,008 10 10	239 14 0	8,599 8 4	6,212 5 3	51 6 8
5	Bunturia ...	39	1,244	1,221	1,045	970	4,480	907 2 0	76 1 6	151 3 0	679 13 6	1,826 4 0	182 9 9	304 3 10	36 7 8	1,302 14 9	687 2 7	64 1 4
6	Burkeyla ...	22	1,293	1,422	1,488	1,225	5,428	861 0 0	71 11 5	143 6 10	645 13 9	1,929 6 0	193 7 8	321 8 8	38 8 9	1,375 12 11	739 8 5	9 9 3
7	Cheeroo ...	17	645	648	562	516	2,371	562 6 0	46 11 8	93 7 4	422 3 0	1,697 3 6	169 10 7	282 13 8	33 14 7	1,210 12 8	791 14 11	3 5 3
8	Choroye ...	39	1,756	1,756	1,820	1,699	7,031	1,451 13 0	120 4 7	240 2 2	1,091 6 3	3,466 5 0	346 9 10	577 15 2	69 3 7	2,472 8 5	1,381 2 2	.....
9	Chynepore ...	5	294	311	246	235	1,086	160 0 0	13 0 0	26 0 0	121 0 0	374 1 0	37 6 5	62 5 6	7 7 7	266 13 6	145 13 6	.....
10	Goolikeda ...	23	940	882	911	765	3,498	573 12 0	47 13 0	95 10 0	430 5 0	1,450 7 0	144 10 0	241 15 2	28 15 11	1,034 13 11	604 8 11	.....
11	Goomla ...	95	5,121	5,312	5,363	4,744	20,540	3,637 0 0	305 8 4	611 0 8	2,720 7 0	9,933 14 0	993 2 2	1,655 5 0	198 1 0	7,087 5 10	4,375 6 2	8 7 4
12	Jamda ...	9	118	120	167	113	518	116 12 0	9 11 8	19 7 4	87 9 0	245 13 0	24 9 2	40 15 4	4 14 5	175 6 1	94 15 4	7 2 3
13	Kalinowab ...	17	354	377	357	359	1,447	185 0 0	15 8 8	30 13 4	138 10 0	444 8 0	44 6 10	74 1 4	8 13 8	317 2 2	182 0 0	3 7 10
14	Kooldiha ...	13	320	347	401	312	1,380	194 2 0	16 2 10	32 5 8	145 9 6	608 15 0	60 13 11	101 12 4	12 0 5	434 4 4	291 1 4	2 6 6
15	Kotegurh ...	29	799	784	772	586	2,941	478 0 0	39 15 4	79 10 8	358 6 0	1,299 10 0	129 14 8	216 9 8	25 15 2	227 2 6	621 14 8	53 2 2
16	Lallgurh ...	50	1,607	1,677	1,320	1,044	5,648	1,552 12 0	128 11 11	257 11 10	1,166 4 3	3,776 10 0	377 9 11	629 5 4	75 8 3	2,694 2 6	1,580 12 3	52 14 0
17	Lota ...	5	254	291	385	343	1,273	181 14 0	15 6 2	30 10 4	135 13 6	466 13 0	46 10 10	77 12 10	9 5 4	333 0 0	197 2 6	.....
18	Nagrah ...	12	459	452	438	462	1,811	262 12 0	21 14 1	43 12 2	197 1 9	1,129 9 0	112 15 0	188 7 6	21 9 0	806 9 6	609 7 9	.....
19	Natoocah ...	6	32	22	8	3	65	11 0 0	0 14 8	1 13 4	8 4 0	22 0 0	2 3 1	3 10 8	0 7 7	15 10 8	7 6 8	.....
20	Rajabassah ...	14	762	794	931	853	3,340	475 8 0	39 9 0	79 2 0	356 13 6	1,183 9 0	118 5 1	197 4 2	23 9 9	844 6 0	487 9 0	.....
21	Rengra ...	22	450	373	207	215	1,245	320 0 0	27 2 8	53 6 4	239 8 9	662 0 0	66 2 10	110 4 10	13 3 9	472 4 7	232 12 7	.....
22	Rela ...	7	37	32	9	8	86	13 8 0	1 2 0	2 4 0	10 2 0	27 0 0	2 1 1	4 8 0	0 8 8	19 4 3	9 2 3	.....
23	Sidoo ...	11	387	428	553	548	1,916	352 2 0	29 5 6	58 11 0	264 1 6	1,090 0 0	108 15 10	181 10 8	21 12 8	777 8 10	513 7 4	.....
24	Sarundah ...	43	271	235	133	97	736	131 0 0	10 14 8	21 13 4	98 4 0	262 0 0	26 2 7	43 10 8	5 2 8	187 0 1	88 12 1	.....
25	Thoi ...	94	3,808	3,845	3,913	3,668	15,234	2,621 0 0	216 14 8	434 13 4	1,969 4 0	9,476 3 6	947 11 6	1,579 3 1	189 5 1	6,759 15 10	4,790 11 10	.....
26	Ajodheya ...	31	1,918	1,955	1,804	1,590	7,267	1,162 0 0	96 13 8	193 13 4	871 5 0	2,580 8 0	258 0 2	430 1 2	51 9 3	1,840 13 5	976 2 5	6 10 0
	Total ...	847	30,802	31,160	29,980	26,330	1,18,281	23,266 9 0	1,940 11 8	3,876 15 10	17,448 13 6	64,828 14 0	6,481 15 2	10,806 12 6	1,292 11 11	46,247 6 5	29,107 8 10	308 15 11

(Sd.) W. H. Hayes,
Deputy Commissioner of Singbhoom.

From H. BEVERLEY, Esq., Officiating Under-Secretary to the Government of Bengal, to the Secretary to the Board of Revenue, Lower Provinces,—(No. 652T., dated Doobree, the 28th August 1867.)

YOUR letters Nos. 2170 and 4248, dated respectively the 6th May and 2nd instant, with enclosures, having been laid before the Lieutenant-Governor, I am directed to convey to you His Honor's confirmation of the new settlement for thirty years, from 1st April 1867, of the Singbhoom Colehan made by the Deputy Commissioner of the District, Dr. W. H. Hayes.

2. I am to request that the Board will be so good as to convey to Dr. Hayes the acknowledgments of Government for the judicious and successful manner in which he has introduced the important change in the mode of assessment and trebled the revenue.

3. Dr. Hayes' Report will be published in the Supplement to the *Calcutta Gazette*.

Results of the Meteorological Observations taken at the Surveyor-General's Office, Calcutta, from 8th to 14th September 1867.

Month.	Date.	Reduced Reading of Barometer at 10 A. M.	Thermometer. Highest Reading.	Thermometer. Lowest Reading.	Daily Range of the Temperature.	Mean Temperature for the day.	Mean Wet Bulb.	Computed Mean Dew-point.	Mean Degree of humidity for the day.	Prevailing Direction of Wind during the day.	Rain.	Max. Pressure of Wind.	General Remarks.
		Inches.	⊖	⊖	⊖	⊖	⊖	⊖			Inches.	lb.	
Sept. ...	8th	29·758	89·5	80·0	9·5	84·3	80·7	78·2	0·83	S S W & S W	...	...	Chiefly, cumuli.
	9th	·701	90·8	80·9	9·9	85·2	80·6	77·4	·78	S S W & S W	...	...	Clear and scattered cumuli.
	10th	·695	92·0	81·5	10·5	86·0	81·4	78·2	·78	S S W & S W	...	...	Ditto ditto.
	11th	·714	89·6	82·0	7·6	86·0	81·6	78·5	·79	S W & S E	...	...	Thin clouds and cumuli.
	12th	·731	92·5	81·9	10·6	86·4	81·9	78·7	·78	S by E & S S E	...	0·2	Thin clouds and scattered cumuli. Light rain at 6 P. M.
	13th	·691	92·2	81·5	10·7	84·7	81·1	78·6	·83	S E & E S E	0·89	4·0	Chiefly scattered cumuli. High wind at 2½ P. M. Lightning to W. at 7 P. M. Rain from 2½ to 4 P. M.
	14th	·609	92·4	81·5	10·9	85·2	82·3	80·3	·86	N E & W by N	2·05	6·9	Chiefly scattered cumuli. High wind and thunder at 10½ P. M. Lightning to E. at 10 P. M. Rain at 2½ and 10½ P. M.

The mean Temperature and the mean Wet Bulb are derived from the twenty-four hourly Observations made during the day.

The Dew-point is computed with the Greenwich constants. The figures in column ten represent the humidity of the air, the complete saturation of which being taken at unity. The receiver of the lower rain gauge is 1 foot 2 inches, and that of the Anemometer 70 feet 10 inches above the level of the ground.

	⊖
The extreme variation of Temperature during the past seven days	12·5
The Max. Temperature during the past seven days	92·5
The Max. Temperature during the corresponding period of the past year	91·8
The mean humidity during the past seven days	0·81
The mean humidity during the corresponding period of the past year	0·85
	Inches.
The total fall of rain from 8th to 14th ... by lower rain gauge	2·94
The total fall of rain from 8th to 14th ... by Anemometer gauge	2·59
Ditto ditto from 8th to 14th, average of thirteen previous years ...	3·55
Ditto ditto between the 1st January and the 14th current	51·52
Ditto ditto during the corresponding period of the past year	50·66

GOPEENAUTH SEN,
In charge of the Observatory.

The 17th September 1867.

Meteorological Report up to 11th September 1867.

Stations.	September.	Hour.	Barometer reduced to 32°.	Thermometer. Dry.	Thermometer. Wet.	Wind. Direction.	Wind. Velocity.	Rain.	Weather.
			Inches.	⊖	⊖			Inches.	
Calcutta.	5th	10	29·734	82	80	S S W	...	0·48	Thin clouds.
		16	29·614	82	78	S S W	...	...	Ditto.
	6th	10	29·771	79	78	S E	...	0·94	Overcast and drizzling.
		16	29·674	83	81	S	...	0·09	Overcast.
	7th	10	29·792	86	83	S S W	...	0·10	Thin clouds.
		16	29·610	89	82	S W	...	...	Scattered cumuli and scuds from S.
	8th	10	29·758	87	82	S W	...	...	Scattered cirri cumuli and scuds from S.
		16	29·624	88	83	S S W	...	...	Thin clouds and cumuli.
	9th	10	29·701	87	82	S S W	...	...	Scattered cumuli.
		16	29·557	90	82	S W	...	...	Ditto.
	10th	10	29·695	88	82	S W	...	...	Scattered cumuli and scuds from S. W.
		16	29·567	92	83	S W	...	...	Scattered cumuli.
	11th	10	29·714	88	83	W S W	...	...	Cumuli.
		16	29·602	90	83	S by E	...	...	Scattered cumuli.
Saugor Island.	5th	9-30	29·706	82	80	S E by S	Light ...	1·95	Clouds from S., heavy rain this morning.
		16	29·621	81	79	S by W	Moderate ...	...	Clouds from S.; wet day.
	6th	9-30	29·734	83	81	S by W	...	1·10	Clouds from S to W., drizzling.
		16	29·677	85	82	S	...	...	Clouds from S. to N.
	7th	9-30	29·757	86	82	S W	Light ...	...	Clouds from S. to N.; slight rain this morning.
		16	29·667	86	82	S by W	Light ...	...	Clouds from S.
	8th	9-30	29·744	87	82	S W	Light ...	...	Clouds from S. to N.
		16	29·623	88	82	S W	Light ...	...	Clouds from S.
	9th	9-30	29·685	87	82	S W	Light ...	...	Scattered clouds and sultry.
		16	29·553	88	82	S W	Light ...	...	Scattered clouds.
	10th	9-30	29·672	88	83	S W	Light ...	...	Ditto and sultry.
		16	29·580	89	83	S	Light ...	...	Light clouds.
	11th	9-30	29·673	88	83	S W	Light ...	...	Scattered clouds and sultry.
		16	29·603	88	83	...	...	...	Calm and sultry; light clouds.
Chittagong.	5th	9-30	29·655	83	80	E S E	Light ...	1·0	Cumuli, light showers last night.
		16	29·591	81	78	S S W	Light ...	0·77	Cirro cumulus; a short shower with strong wind from S. at 15.
	6th	9-30	29·715	80	79	W by S	Light ...	0·95	Drizzling; a short but heavy shower of rain at 8-30.
		16	29·643	80	78	E	Light ...	0·83	Drizzling since morning, low clouds moving from 12.
	7th	9-30	29·728	78	77	S	Light ...	1·2	Heavy rain since 8-30.
		16	29·601	82	80	S by E	Light ...	...	Cumulus.
	8th	9-30	29·658	82	79	S E by E	Light ...	0·85	Cirro cumulus.
		16	29·553	84	81	S W by S	Light ...	...	Low scattered clouds moving from S. W.
	9th	9-30	29·596	84	80	E by S	Light ...	0·83	Scattered cumuli; a light shewer last night.
		16	29·474	85	80	S W	Light ...	...	Cumuli in horizon; towards N. W. clear.
	10th	9-30	29·599	82	81	S W	Light ...	1·05	Heavy rain this morning.
		16	29·481	85	82	W S W	Light ...	...	Stratus.
	11th	9-30	29·613	80	79	N E	Light ...	1·95	Cumulus; heavy rain this morning.
		16	29·509	82	80	N N E	Light ...	...	Cirro cumuli and strati·
Akyab.	5th	9-30	29·807	82	80	E	Light ...	0·10	
		16	29·798	81	77	S W	Light ...	5·2	
	6th	9-30	29·798	82	80	N E	Light ...	2·7	
		16	29·847	81	79	N	Light ...	2·7	
	7th	9-30	29·830	81	80	N E	Light.		
		16	29·802	84	81	S W	Light.		
	8th	9-30	29·804	83	80	N E	Light		
		16	29·799	85	81	W	Moderate		
	9th	9-30	29·790	85	82	N	Light.		
		16	29·791	87	82	S W by W	Moderate.		
	10th	9-30	29·799	85	81	S W	Light.		
		16	29·799	84	81	W	Light.		
	11th	9-30	29·795	83	81	N E	Light ...	1·17	
		16	29·802	84	81	S	Light.		
Cuttack.	5th	9-30	29·770	82	80	S by E	Light.		
		16	29·701	82	79	S	Light.		
	6th	9-30	29·824	86	82	S S E	Light·		
		16	29·758	83	80	E	Light.		
	7th	9-30	29·847	82	79	E	Light ...	0·7	
		16	29·742	86	82	S W by S	Moderate.		
	8th	9-30	29·834	87	82	S	Light.		
		16	29·710	86	81	S	Light.		
	9th	9-30	29·772	85	81	W by S	Light.		
		16	29·650	86	82	S	Light ...	0·2	
	10th	9-30	29·762	85	81	S S W	Light.		
		16	29·653	85	79	S W by S	Light.		
	11th	9-30	29·762	86	81	S S E	Light.		
		16	29·690	87	81	S E	Light.		
Madras.	5th	10	29·807	88	77	W	8*	...	Cloudy.
		16	29·661	91	80	E N E	11*	...	Passing clouds.
	6th	10	29·821	87	78	W by S	9*	...	Fine.
		16	29·678	90	82	E S E	9*	...	Cloudy.
	7th	10	29·856	82	77	W S W	14*	0·11	Overcast.
		16	29·735	79	74	W by N	9*	0·21	Ditto.
	8th	10	29·809	84	78	W by S	8*	0·14	Ditto.
		16	29·673	88	78	W N W	2*	...	Ditto.
	9th	10	29·753	87	80	N W by W	8*	1·0	Ditto.
		16	29·606	89	80	E S E	7*	...	Cloudy.
	10th	10	29·747	89	86	W by N	7*	0·22	Overcast.
		16	29·626	86	79	W S W	7*	...	Ditto.
	11th	10	29·757	84	76	W N W	7*	...	Ditto.
		16	29·652	85	77	N W	3*	...	Ditto.

* Velocity in miles per hour.

Stations.	September.	Hour.	Barometer reduced to 32°.	Thermometer. Dry.	Thermometer. Wet.	Wind. Direction.	Wind. Velocity.	Rain.	Weather.
			Inches.	⊖	⊖				
Benares.	2nd	10	29·437	89	84	E	...	...	Cumuli.
		16	29·320	93	83	E	...	...	Ditto, strati.
	3rd	10	29·358	88	81	E	...	...	Wind, strong, cumuli.
		16	29·320	90	80	E	...	...	Ditto ditto.
	4th	10	29·443	89	82	E	...	...	Cumuli.
		16	29·301	91	81	E	...	...	Ditto.
	5th	10	29·439	90	83	E	...	...	Ditto.
		16	29·321	92	83	E	...	...	Ditto.
	6th	10	29·458	87	81	E	...	0·8	Ditto, strati.
		16	29·334	91	82	E	...	...	Ditto.
	7th	10	29·448	88	80	S	...	0·15	Ditto.
		16	29·442	92	83	S W	...	...	Ditto.
	8th	10	29·503	85	80	S	...	0·1	Ditto, strati, cumulo strati.
		16	29·418	81	78	S W	...	...	Threatening.
Darjeeling.	2nd	9-30	23·263	72	67	S E	Light ...	...	Cumulo stratus; agreeable morning.
		16	23·190	70	66	S	Light ...	...	Strati, cumuli.
	3rd	9-30	23·232	64	61	N E by E	Light ...	3·83	Misty; severe lightning and thunder about midnight.
		16	23·207	66	65	S E by S	Light ...	0·2	Misty.
	4th	9-30	23·254	68	65	S E by E	Light ...	...	Woolly cumulus towards W.; pleasant morning.
		16	23·185	67	65	S	Light ...	0·1	Misty.
	5th	9-30	23·266	65	64	E by N	Light ...	0·69	Ditto.
		16	23·102	65	64	S E	Light ...	0·2	Ditto.
	6th	9-30	23·279	62	61	W by S	Light ...	2·11	Raining.
		16	23·230	62	62	...	...	0·92	Calm. Dense mist; disagreeable afternoon.
	7th	9-30	23·279	63	63	W by S	Light ...	0·05	Misty.
		16	23·197	63	63	W	Light ...	0·4	Raining. Misty; unpleasant afternoon.
	8th	9-30	23·269	61	61	W by N	Light ...	0·15	Raining, misty.
		16	23·212	65	64	S W	Light ...	0·1	Drizzling. Unpleasant afternoon.
False Point.	August. 25th	9-30	29·681	81	78	W	...	0·2	Light winds; heavy thunder and lightning at 4 A. M.
		16	29·556	83	80	W	...	...	Ditto weather.
	26th	9-30	29·670	85	82	S	...	1·3	Ditto ditto.
		16	29·568	86	83	S S W	...	...	Ditto ditto.
	27th	9-30	29·670	85	82	S W	...	..	Moderate breeze.
		16	29·565	87	85	S	...	...	Light weather.
	28th	9-30	29·657	86	84	S S W	...	...	Moderate breeze.
		16	29·605	87	84	S S W	...	...	Light weather; a heavy shower of rain at 5 A. M.
	29th	9-30	29·655	87	84	S S E	...	...	Moderate breeze.
		16	29·548	86	81	S	...	...	Ditto.
	30th	9-30	29·605	87	82	S	...	..	Moderate weather.
		16	29·486	87	83	S W	...	...	Light winds.
	31st	9-30	29·545	87	82	S	...	...	Ditto weather.
		16	29·466	87	83	S	...	...	
Dacca.	Sept. 1st	9-30	29·546	83	82	E S E	...	...	Moderate wind; sky overcast, drizzling.
		16	29·406	87	85	E S E	...	...	Light wind; clear since noon.
	2nd	9-30	29·541	85	84	S S W	...	...	Light wind; light shower this morning. Threatening.
		16	29·479	86	84	S	...	...	Light wind; clear since noon.
	3rd	9-30	29·627	86	84	E S E	...	...	Moderate wind, light rain early this morning.
		16	29·511	85	83	S	...	...	Light wind; clear.
	4th	9-30	29·627	86	84	E S E	...	...	Light wind; partially cloudy.
		16	29·498	86	84	S	...	...	Ditto ditto.
	5th	9-30	29·640	85	83	S S E	...	...	Moderate wind; light rain at 5-10 this morning.
		16	29·553	84	82	S S W	...	...	Moderate wind; clear.
	6th	9-30	29·687	86	85	S S E	...	...	Light wind; occasional showers since morning.
		16	29·583	84	83	S	...	...	Light wind; partially cloudy.
	7th	9-30	29·698	82	81	S	...	...	Ditto, scattered clouds.
		16	29·566	83	82	W N W	...	...	Ditto, occasional light showers during the day. Thick clouds, S. E.
Patna.	1st	9-30	29·383	78	76	N N E	...	1·6	Cool and agreeable.
		15-30	29·298	91	84	N N E	...	...	
	2nd	9-30	29·363	91	85	S E	...	...	Early day very sultry.
		15-30	29·283	91	85	N N W	...	...	
	3rd	9-30	29·397	86	80	E S E	...	0·2	Cool and pleasant.
		15-30	29·288	90	81	E	...	...	
	4th	9-30	29·436	87	80	E S E	...	...	Ditto.
		15-30	29·288	91	82	E	...	...	
	5th	9-30	29·414	88	83	S E	...	...	Ditto.
		15-30	29·271	90	84	N N E	...	...	
	6th	9-30	29·410	81	80	S E	...	0·55	Heavy rain in the E., with thunder from S.
		15-30	29·294	88	82	E S E	...	...	
	7th	9-30	29·434	87	82	E S E	...	1·4	Cool. Heavy rain in evening.
		15-30	29·318	81	76	S E	...	...	
	8th	9-30	29·405	85	80	E S E	...	1·5	Cool and pleasant.
		15-30	29·314	89	82	E	...	...	

M. H. Ormsby, LL. B., C. E.,
Offg. Meteorological Reporter to Govt. of Bengal.

Bengal Secretariat,
The 14th September 1867.

Printed by F. J. Barlow, at the Bengal Secretariat Office.

No. 39.] [431]

SUPPLEMENT TO

The Calcutta Gazette.

WEDNESDAY, SEPTEMBER 25, 1867.

OFFICIAL PAPERS.

Non-Subscribers to the GAZETTE *may receive the* SUPPLEMENT *separately on a payment of six Rupees per annum if delivered in Calcutta, or twelve Rupees if sent by Post.*

Gilchrist Educational Trust.

TRUSTEES.

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[ALL communications to be addressed to the Secretary of the Gilchrist Educational Trust, University of London, London, W·]

Conditions for Scholarships to be instituted by the Gilchrist Educational Trust for the benefit of Natives of India.

Two Scholarships, each of the value of £100 per annum, and tenable for five years, will be annually awarded to candidates born in India, who shall become eligible by competitive examination; under the following conditions:—

1. Of the parents of each candidate, one, at least, shall belong to one of the Native races.

2. Every candidate must furnish proof, satisfactory to the local authorities, that he has completed his sixteenth year, and that his age does not exceed twenty-two years.

3. Every candidate must furnish proof, satisfactory to the local authorities, that in regard to personal character and social position he is qualified to be admitted to competition for a Scholarship.

4. The subjects of examination shall be (1) Latin, (2) English Language and History, (3) Arithmetic and Algebra, (4) Geometry, (5) Natural Philosophy, and (6) Chemistry. The Examination Papers will be analogous, in character and difficulty, to those prepared in these subjects respectively for the Matriculation Examination of the University of London; and the number of hours assigned to each of the Papers will be the same as those assigned to the like Paper by the University of London. These papers will be sent out in sealed covers through the India Office, to the charge of Sub-Examiners appointed by Her Majesty's Government.

5. The examination shall be held, under the charge of a Government Sub-Examiner, at each of the Presidential Capitals simultaneously; and shall commence in the second week of January in each year. The place, and the days and hours of examination (which shall be the same at all the Capitals), shall be appointed by the Local Authorities.

6. The Sub-Examiner shall open the sealed covers containing the Examination Papers in the place of examination, at the hour prescribed for the candidates to assemble. He shall be present throughout the whole of each examination, and shall at the end of each collect the answers written by every candidate during the time allowed. He shall transmit these answers in sealed covers, through the India Office, to the Secretary of the Gilchrist Trust, who will cause them to be carefully considered and compared by Examiners of established reputation named by the Trustees in each of the respective subjects. The Trustees will name, whenever practicable, the Examiners or Sub-Examiners acting in those subjects respectively for the University of London. The Examiners shall consider the papers, with as little delay as possible, and shall make their award thereupon, assigning to each paper a number of marks suitable to its merits. Such award shall be transmitted forthwith by the Secretary, through the India Office, to the Local Authorities in the Presidential Capitals, to be by them announced to the candidates.

7. The first Scholarship shall be awarded to the candidate whose aggregate of marks stands highest; provided that he passes in each of the six subjects abovementioned, and that his aggregate of marks amounts to not less than one-half of the total. Such candidate shall have his choice whether he will pursue his curriculum of study in the University of Edinburgh, or in University College, London.

8. The second Scholarship shall be awarded to the candidate whose aggregate of marks stands

second; provided that he passes in each of the six subjects, and that his aggregate of marks amounts to not less than one-half of the total. Such candidate shall pursue his curriculum of study in that one of the two Institutions above named, which shall not have been chosen by the other candidate.

9. If the two highest candidates are equal in aggregate number of marks, the privilege of choosing between these two Institutions shall be determined between them by lot.

10. The successful candidates shall be expected to arrive in London, and to present themselves to the Secretary of the Gilchrist Trust, not later than the first week in the October following their appointment.

11. The Scholarships shall be considered as commencing from the 1st of July following the award of the Examiners; and shall be paid in quarterly instalments on the first days of October, January, April, and July.

12. Each scholar shall attend in every Session at least three courses of lectures at the Institution in which he studies (unless specially excused by the Trustees from doing so during the first year); and shall transmit to the Secretary of the Gilchrist Trust, at the conclusion of each Session, a certificate from each of the Professors whose lectures he has attended, stating that his diligence and conduct have been satisfactory. Should he not be able to produce such a certificate, or should he be proved guilty of discreditable conduct elsewhere, he shall be considered to have forfeited all claim to the remaining instalments of his Scholarship.

13. Each scholar shall be expected to present himself both at the Matriculation Examination of the University of London, and at the first examination in one of its four faculties—Arts, Science, Law, or Medicine,—before the termination of the third (Academical) year* from the commencement of his Scholarship, unless excused from doing so by the Trustees; and if he do not so present himself (unless by permission of the Trustees), or if he fail to pass he shall be considered as forfeiting his claim to the remaining two years' instalments of his Scholarship.

14. The foregoing scheme shall be subject to revision from time to time; the Trustees reserving to themselves the power of altering the conditions of the Scholarships, or of altogether withdrawing them, if they deem it expedient to do either. But no change will be made in such a manner as to affect the interests of candidates already appointed to Scholarships, or in any case without twelve months' notice.

CANDIDATES WILL BE EXAMINED IN THE FOLLOWING SUBJECTS:—

LATIN.

One Latin subject, to be announced a year and a half previously.† The paper will contain passages to be translated into English, with questions in History and Geography. A separate paper will be set, containing questions in Latin Grammar, with simple and easy sentences of English to be translated into Latin.

ENGLISH LANGUAGE AND HISTORY.

THE ENGLISH LANGUAGE.

Orthography: Writing from Dictation: The Grammatical Structure of the Language.

OUTLINES OF ENGLISH HISTORY AND MODERN GEOGRAPHY.

History of England to the end of the Seventeenth Century, with questions in Modern Geography.

MATHEMATICS.

ARITHMETIC.

The ordinary Rules of Arithmetic.
Vulgar and Decimal Fractions.
Extraction of the Square Root.

ALGEBRA.

Addition, Subtraction, Multiplication, and Division of Algebraical Quantities.
Proportion.
Arithmetical and Geometrical Progression.
Simple Equations.

GEOMETRY.

The first four books of Euclid:—or, the principal properties of Triangles, and of squares and other Parallelograms, treated geometrically: The principal properties of the circle, and of its inscribed and circumscribed figures, treated geometrically.

NATURAL PHILOSOPHY.*

MECHANICS.

Composition and Resolution of Statistical Forces.
Simple Machines (*Mechanical Powers*):—Ratio of the Power to the Weight in each.
Centre of Gravity.
General Laws of Motion, and the chief experiments by which they may be illustrated.
Law of the Motion of Falling Bodies.

HYDROSTATICS, HYDRAULICS, AND PNEUMATICS.

Pressure of Liquids and Gases, its equal diffusion, and variation with the depth.
Specific Gravity, and the modes of ascertaining it.
The Barometer, the Siphon, the Common Pump and Forcing-Pump, and the Air-Pump.

ACOUSTICS.

Nature of sound, and the mode of its transmission.

OPTICS.

Laws of Reflexion and Refraction.
Formation of Images by Simple Lenses.

CHEMISTRY.

Heat—its sources. Expansion. Thermometers—relations between different Scales in common use. Difference between Temperature and Quantity of heat. Specific and Latent heat. Calorimeters. Liquefaction. Ebullition. Evaporation. Conduction. Convection. Radiation.

Chemistry of the Non-Metallic Elements; including their compounds as enumerated below—their chief physical and chemical characters—their preparation—and their characteristic tests.

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* Thus a Candidate whose Scholarship commences on the 1st of July 1868 would be considered as having fulfilled this condition if he pass the First L. L. B. Examination in January 1871; or the First B. A., the First B.Sc., or the Preliminary Scientific M. B. Examination in the following July.

† The subject for the Examination in January 1868 will be *Cicero*, De Senectute, and De Lege Manilià; and the subject for the Examination in January 1869 will be *Livy*, Book XXI.

* The knowledge required of these subjects in Natural Philosophy is such as may be attained by attending a Course of Experimental Lectures.

Oxygen, Hydrogen, Carbon, Nitrogen, Chlorine, Bromine, Iodine, Fluorine. Sulphur, Phosphorus, Silicon.

Combining Proportions by weight and by volume. General nature of Acids, Bases, and Salts. Symbols and Nomenclature.

The Atmosphere—its constitution; effects of Animal and Vegetable life upon its composition. Combustion. Structure and properties of Flame. Nature and composition of ordinary Fuel.

Water. Chemical peculiarities of Natural waters, such as rain-water, river-water, spring-water, sea-water.

Carbonic Acid. Oxides and Acids of Nitrogen. Ammonia. Olefiant Gas, Marsh Gas, Sulphurous and Sulphuric Acids, Sulphuretted Hydrogen. Hydrochloric Acid. Phosphoric Acid and Phosphuretted Hydrogen. Silica.

ORDER OF EXAMINATIONS.

FIRST DAY...	*Morning* (2 hours.)	Latin Classic.
	Afternoon (2 hours.)	Latin Grammar and Composition.
SECOND DAY	*Morning* (3 hours.)	Arithmetic and Algebra.
	Afternoon (3 hours.)	Geometry.
THIRD DAY	*Morning* (3 hours.)	English Language.
	Afternoon (3 hours.)	English History.
FOURTH DAY	*Morning* (3 hours.)	Natural Philosophy.
	Afternoon (3 hours.)	Chemistry.

The License Tax.

Memorandum from T. B. LANE, ESQ., Secretary to the Board of Revenue, Lower Provinces,—(No. 5140B., dated the 17th September 1867.)

SUBMITTED for the information of the Government of Bengal, in continuation of the Board's Report No. 4976B., dated 7th instant. The collections of August last, as noted below, are on account of sixteen Districts.

2. Information as to the realizations in the Military Department has not been received as yet.

Statement of amount collected and number of licenses issued under Act XXI. of 1867 *in the Lower Provinces up to the week ending 7th September* 1867.

	At the Presidency.		In the Mofussil.				Realizations		
	During the week ending 7th September 1867.	Total up to week of report.	Up to end of June 1867.	July 1867.	August 1867.	Total.	Up to June 1867. By.	Amount.	Remarks.
Licenses	669 0 0	10,991 0 0	13,691	17,873	7,638	39,202	Opium Agency, Behar ...	2,320	
Collections	13,947 8 0	3,61,733 6 9	1,33,780	1,84,790	70,909	3,89,479	Ditto, Benares ...	1,920	
Refunds	396 0 0	7,845 12 11	...	...	...	...	Calcutta Customs Dept....	4,620	
Deductions (at the Presidency by the Examiner of Claims, and in the Mofussil by Local Officers) from salaries of servants under Govt. of India.	60 0 0	27,120 0 0	...	...	...	...	Chittagong dittó ...	40	
							Matabanga Toll Dept. ...	20	
							Moorshedabad Agency ...	120	
							Naga Hills ...	120	
Govt. of Bengal.	140 0 0	23,240 0 0	62,537	...	...	62,537	Shipping Office ...	140	
							Postal Department ...	1,240	

Results of the Meteorological Observations taken at the Surveyor-General's Office, Calcutta, from 15th to 21st September 1867.

Month.	Date.	Reduced Reading of Barometer at 10 A. M.	Thermometer. Highest Reading.	Thermometer. Lowest Reading.	Daily Range of the Temperature.	Mean Temperature for the day.	Mean Wet Bulb.	Computed Mean Dew-point.	Mean Degree of humidity for the day.	Prevailing Direction of Wind during the day.	Rain.	Max. Pressure of Wind.	General Remarks.
		Inches.	⊖	⊖	⊖	⊖	⊖	⊖			Inches.	lb.	
Sept. ...	15th	29·537	86·5	78·5	8·0	81·6	79·7	78·4	0·90	E N E	0·54	0·4	Overcast; rain from 3 to 8 A. M., and at 3, 4 and 8 P. M.
	16th	·474	84·6	78·5	6·1	80·8	79·3	78·2	·92	N E & E & E by S	0·84	1·0	Overcast; rain nearly the whole day.
	17th	·505	84·5	79·8	4·7	81·5	80·2	79·3	·93	E S E & S E	0·36	0·2	Chiefly overcast; rain at 5 and 6 A. M., at noon and at 11 P. M.
	18th	·598	86·6	79·5	7·1	82·0	80·4	79·3	·92	S E & S S E	0·52	1·1	Chiefly overcast; lightning to S. at 8 P. M.; rain after intervals.
	19th	·667	86·0	80·0	6·0	83·2	81·4	80·1	·91	S W & S by E	0·70	...	Overcast and nimbi; rain at 1 and 3½ A. M.
	20th	·672	86·5	77·4	9·1	81·5	79·7	78·4	·91	W S W & S	0·91	3·1	Scattered cumuli and overcast. High wind; lightning and thunder at 3 P. M. Rain from 2 to 6 P. M.
	21st	·711	83·0	77·0	6·0	79·8	78·5	77·6	·93	W N W & W by N	1·79	1·6	Overcast; rain nearly the whole day and night.

The mean Temperature and the mean Wet Bulb are derived from the twenty-four hourly Observations made during the day.

The Dew-point is computed with the Greenwich constants. The figures in column ten represent the humidity of the air, the complete saturation of which being taken at unity. The receiver of the lower rain gauge is 1 foot 2 inches, and that of the Anemometer 70 feet 10 inches above the level of the ground.

	⊖
The extreme variation of Temperature during the past seven days	9·6
The Max. Temperature during the past seven days	86·6
The Max. Temperature during the corresponding period of the past year... ...	92·8
The mean humidity during the past seven days	0·92
The mean humidity during the corresponding period of the past year	0·86
	Inches.
The total fall of rain from 15th to 21st ... by lower rain gauge	5·66
The total fall of rain from 15th to 21st ... by Anemometer gauge	5·23
Ditto ditto from 15th to 21st, average of thirteen previous years ...	3·29
Ditto ditto between the 1st January and the 21st current	57·18
Ditto ditto during the corresponding period of the past year	56·73

GOPEENAUTH SEN,
In charge of the Observatory.

The 23rd September 1867.

Meteorological Report up to 18th September 1867.

Stations.	September.	Hour.	Barometer reduced to 32°.	Thermometer. Dry.	Thermometer. Wet.	Wind. Direction.	Wind. Velocity.	Rain.	Weather.
			Inches.	⊖	⊖			Inches.	
Calcutta.	12th	10	29·731	88	83	E S E	...	...	Scattered cumuli.
		16	29·606	91	82	E	...	...	Scattered cumuli and cirri.
	13th	10	29·691	88	83	E S E	...	...	Scattered cumuli and scuds from E.
		16	29·575	83	81	S S E	...	0·89	Overcast and drizzle.
	14th	10	29·609	88	84	E	...	...	Scattered cumuli and scuds from N. E.
		16	29·455	86	82	N N E	...	0·30	Scattered cumuli and nimbi.
	15th	10	29·537	82	80	...	...	2·00	Overcast.
		16	29·424	82	80	S E	...	0·29	Overcast; drizzling.
	16th	10	29·474	84	81	E N E	...	0·27	Thin clouds.
		16	29·343	81	79	E by S	...	0·57	Overcast and light rain.
	17th	10	29·505	84	81	E S E	...	0·25	Thin clouds.
		16	29·451	82	81	E S E	...	0·11	Overcast.
	18th	10	29·598	87	83	S E	...	0·22	Scattered cumuli and scuds from S. E.
		16	29·509	83	82	S E	...	0·30	Overcast.
Saugor Island.	12th	9-30	29·692	88	83	N W	Light ...	...	Partial cloudy and close.
		16	29 590	89	84	S E	Light ...	...	Cloudy to the N.
	13th	9-30	29·652	88	83	E by S	Light ...	0·85	Clouds from E.; rain this morning.
		16	29·555	87	82	E	Moderate ...	...	Clouds from E.; distant thunder.
	14th	9-30	29·590	83	83	E N E	Moderate ...	.	Clouds from E.
		16	29·472	88	83	E	Light ...	...	Ditto.
	15th	9-30	29 510	81	80	E N E	Light ...	1·60	Clouds from E.; rain and thunder and lightning this morning.
		16	29·399	86	82	E N E	Light ...	...	Clouds from E; heavy to the E.
	16th	9-30	29·444	83	81	N E	Moderate ...	...	Heavy clouds from E.; occasional showers.
		16	29·307	83	81	E by S	Moderate ...	1·28	Heavy clouds from E.; drizzling all day.
	17th	9-30	29·494	83	82	S by W	Moderate ...	0·95	Clouds from S.; occasional showers.
		16	29 414	84	82	...	...	1·18	Occasional showers, accompanied with strong wind from S.
	18th	9-30	29 475	87	84	S by W	Moderate ...	0·80	Clouds from S.; occasional showers.
		16	29·503	88	84	S W	Light ...	...	Clouds from S.
Chittagong.	12th	9-30	29·648	83	81	W	Light ...	...	Cumulus.
		16	29·511	85	81	W S W	Light		
	13th	9-30	29·566	83	81	W S W	Light ...	0·83	Cumulus; rain last night.
		16	29·451	85	82	W S W	Light ...	...	Heavy horizon.
	14th	9-30	29·484	84	81	E by N	Light ...	...	Cumulus.
		16	29·329	86	83	S W by W	Light ...	...	Ditto.
	15th	9-30	29·116	84	81	N	Light ...	0·03	Cumulus; heavy shower last night.
		16	29·324	84	83	W S W	Light ...	1·00	Cumuli strati; light shower.
	16th	9-30	29·114	84	80	E N E	Light ...	...	Cirro cumuli.
		16	29·329	86	81	E by S	Light ...	...	Overcast.
	17th	9-30	29·533	81	80	E S E	Light ...	1·03	Cirro cumulus.
		16	29·494	84	81	S E by E	Light ...	1·02	Heavy showers during day; weather changing.
	18th	9-30	29·603	84	81	E by N	Light ...	...	Cumulus.
		16	29·516	84	81	S E	Light ...	0·79	Light showers.
Akyab.	12th	9-30	29·802	84	81	S	Light		
		16	29·796	85	81	S S W	Moderate		
	13th	9-30	29·677	86	81	S S E	Moderate ...	0·09	
		16	29·650	85	81	S W	Light.		
	14th	9-30	29·653	84	82	S E	Light.		
		16	29·521	85	81	S W	Light.		
	15th	9-30	29·551	85	81	S E	Moderate ...	0·57	
		16	29·513	84	80	S S E	Moderate.		
	16th	9-30	29 549	82	81	S E	Moderate ...	3·77	
		16	29·526	83	81	S S E	Moderate ...	0·55	
	17th	9-30	29·668	82	80	S E	Moderate ...	1 87	
		16	29·653	84	82	S W	Light ...	0·97	
	18th	9-30	29·722	84	82	S W	Light ...	0·17	
		16	29·680	85	82	S W	Light.		
Cuttack.	12th	9-30	29·802	86	80	N E	Light		
		16	29·690	87	82	E	Light.		
	13th	9-30	29·745	83	80	N E	Moderate.		
		16	29·633	81	79	E	Fresh ...	0·5	
	14th	9-30	29·675	84	80	N E	Moderate ...	0·4	
		16	29·576	83	80	E by N	Light.		
	15th	9-30	29·599	83	81	E	Light.		
		16	29·509	83	79	N E	Light.		
	16th	9-30	29·549	83	80	N N W	Light.		
		16	29 382	81	79	W	Light ...	1·4	
	17th	9-30	29 531	82	80	S W	Light ...	2·2	
		16	29·459	83	81	N W by W	Light ...	0·5	
	18th	9-30	29 675	86	82	S W by S	Light.		
		16	29 951	86	82	S	Moderate.		
Madras.	12th	10	29·646	86	77	W	11*	...	Cloudy.
		16	29·653	80	77	S E by S	8*	0·53	Overcast.
	13th	10	29·710	83	76	S S E	12*	0·24	Cloudy.
		16	29·633	87	76	W N W	12*	...	Ditto.
	14th	10	29·724	85	74	W N W	12*	...	Ditto.
		16	29·587	89	75	W N W	20*	...	Ditto.
	15th	10	29·729	85	74	S S E	23*	...	Ditto.
		16	29·624	83	75	N N W	7*	...	Ditto.
	16th	10	29·741	86	74	W by N	21*	...	Ditto.
		16	29·619	90	71	W N W	15*	...	Ditto.
	17th	10	29·775	86	73	W	18*	...	Ditto.
		16	29·645	91	75	W N W	13*	...	Ditto.
	18th	10	29·815	87	73	W	16*	...	Fine.
		16	29·674	91	76	W	12*	...	Cloudy.

* Velocity in miles per hour.

Stations.	September.	Hour.	Barometer reduced to 32°.	Thermometer. Dry.	Thermometer. Wet.	Wind. Direction.	Wind. Velocity.	Rain.	Weather.
			Inches.	⊖	⊖			Inches.	
Benares.	9th	10	29·323	79	78	S E	...	2·0	Cumuli, nimbi.
		16	29·470	77	77	S E	...	...	Ditto ditto; wind squally.
	10th	10	29·389	87	79	S E	...	0·7	Ditto, strati.
		16	29·319	92	81	S E	...	...	Ditto.
	11th	10	29·456	92	83	S E	...	...	Strati, cirri.
		16	29 377	84	83	N	...	...	Cumuli, strati.
	12th	10	29·519	88	82	E	...	...	Ditto, ditto.
		16	29·419	88	83	E	...	...	Ditto, ditto.
	13th	10	29 481	90	83	E	...	...	Ditto, cirri.
		16	29·358	89	82	N W	...	...	Ditto.
	14th	10	29·431	89	82	N	...	...	Ditto.
		16	29·305	94	81	N W	...	...	Ditto cirri.
	15th	10	29·369	92	84	N	...	...	Ditto.
		16	29·249	96	84	N W	...	...	Ditto.
Dacca.	8th	9-30	29·653	84	82	S S W	...	...	Moderate wind. Partially cloudy.
		16	29·531	85	83	S S E	...	...	Ditto ditto.
	9th	9-30	29·593	84	82	S S W	...	...	Ditto ditto.
		16	29·449	86	84	S S W	...	...	Ditto ditto.
	10th	9-30	29·588	86	83	W	...	...	Ditto ditto.
		16	29·466	87	86	W S W	...	...	Gentle wind. Sultry.
	11th	9-30	29·635	87	86	W S W	...	...	Ditto ditto.
		16	29·486	83	82	S S W	...	...	Ditto. Sky overcast. Heavy thunder in S E. at 13-10, Drizzling incessantly since 15-5.
	12th	9-30	29·640	85	83	S S E	...	...	Light wind. Partially cloudy.
		16	29·525	87	85	S	...	...	Ditto ditto.
	13th	9-30	29·585	87	84	N	...	...	Ditto ditto.
		16	29·520	89	85	N N W	...	...	Ditto ditto.
	14th	9-30	29·493	88	85	N N E	...	...	Ditto ditto.
		16	29·339	90	87	N N W	...	...	Ditto. Very sultry.
Patna.	9th	9-30	29·392	87	82	S E by S	...	0·6	Cool; rain and thunder during night in W.
	10th	9-30	29·275	92	83	E S E	...	...	
		15-30	29·401	88	85	E S E	...	0·3	Sultry, Lunarhalo 9 P. M.
	11th	9-30	29·295	94	88	W N W	...	...	
		15-30	29·387	94	87	S E	...	...	Very sultry. Lunarhalo 8 P. M.
	12th	9-30	29·325	98	87	N N E	...	...	
		15-30	29·500	78	77	N W	...	0·4	Cool. Great Ganges rise.
	13th	9-30	29·284	96	86	N W	...	...	
		15-30	29·459	79	73	E S E	...	0 2	Ditto ditto.
	14th	9-30	29·292	95	93	N E	...	...	
		15-30	29·356	92	80	S E	...	...	Cool, Ganges flood. Lunar eclipse 5 A. M.
	15th	9-30	29·257	93	85	N N W	...	...	
		15-30	29·287	93	86	W	...	...	Very sultry. Rain in afternoon with flash from E.
			29·177	93	85	W N W	...	...	
Darjeeling.	9th	9-30	23·211	66	64	S E	Light ...	0·09	Scattered cumuli; pleasant morning.
		16	23·137	68	65	W S W	Light ...	...	Rather misty.
	10th	9-30	23·265	67	65	W	Light ...	0.05	Wooly, cumuli.
		16	23·165	73	69	S W	Light ...	...	Rather heavy towards S. W: pleasant all day.
	11th	9-30	23·248	70	68	S E by E	Light ...	0·5	Misty.
		16	23·219	64	63	W by S	Light ...	0·19	Dense mist; disagreeable afternoon.
	12th	9-30	23·300	68	65	... ..	...	...	Calm. Scattered cumuli; pleasant morning.
		16	23·233	67	63	N E	Light ...	0·21	Cirro cumuli; pleasant afternoon.
	13th	9-30	23 259	71	67	E	Light ..	...	Scattered cumuli; most agreeable morning.
		16	23·169	70	67	W by N	Light ...	...	Scattered cumuli and scuds from S.
	14th	9-30	23·209	70	67	S S E	Light ..	...	Scattered cumuli; pleasant morning.
		16	23·135	70	68	S W by W	Light ...	...	Misty.
	15th	9-30	23·179	72	66	E	Light ...	...	Cirro strati, cumuli; pleasant morning.
		16	23·125	65	62	S E	Light ...	...	Slight overcast.
Falls Point.	1st	9-30	29·575	87	84	N E	...	...	Light weather.
		16	29·466	87	84	E	...	...	Moderate Breeze.
	2nd	9-30	29·541	85	82	N N E	...	...	Ditto ditto.
		16	29·431	85	82	E	...	...	Ditto weather.
	3rd	9-30	29·541	85	82	S E	...	0·9	Ditto ditto.
		16	29·451	85	81	S	...	...	Ditto ditto.
	4th	9-30	29·695	83	80	W N W	...	..	Light wind with shower of rain.
		16	29·539	82	79	S	...	...	Light weather; heavy thunder and lightning, with heavy rain at 11 hours.
	5th	9-30	29·655	83	79	W	...	0·9	Light weather.
		16	29·553	84	81	W	...	...	Light wind.
	6th	9-30	29·700	85	81	S W	...	1·9	Light weather.
		16	29·623	84	82	S W	...	..	Ditto ditto.
	7th	9-30	29·730	85	82	S W	...	0·2	Ditto ditto and fine.
		16	29·630	85	82	S W	...	...	Ditto ditto ditto.
Roorkee.	8th	9-30	28·803	86	72	Calm	...	...	Nearly all the week up till to-day a nearly perfect calm prevailed; it was broken by a sharp S. wind followed by thunder, lightning and a few drops of rain, after which it settled down to calm weather again.
		16	28·655	92	79	S W	...	...	
	9th	9-30	28·759	85	79	W	...	...	
		16	28 673	92	79	N W	...	...	
	10th	9-30	28·781	87	80	Calm	...	.	
		16	28·688	94	81	Calm	...	...	
	11th	9-30	28·891	91	83	S	...	...	
		16	28·717	96	81	Calm	...	...	
	12th	9-30	28 852	92	83	S	...	...	
		16	28·747	97	84	Calm	...	...	
	13th	9-30	28·816	92	82	Calm	...	...	
		16	28·717	87	77	S	...	...	
	14th	2-30	28·764	91	81	S W	...	...	
		16	28·648	94	76	S W	...	...	

M. H. Ormsby, LL. B., C. E.,
Offg. Meteorological Reporter to Govt. of Bengal.

Bengal Secretariat,
The 21st September 1867.

SUPPLEMENT.

Observations taken at Roorkee from 11th August to 7th September 1867.

Station.	August.	Hour.	Barometer reduced to 320.	Thermometer. Dry.	Thermometer. Wet.	Wind. Dir.	Wind. Veloy.	Rain.	Remarks.
			Inches.	⊖	⊖			Inches.	
Roorkee.	11th	9·30	28·720	85	78	Calm.	...	...	Cloudy all day; very sultry.
		16	28 572	91	80	Calm.	...	...	
	12th	9·30	28·738	81	79	S E	...	0·19	Nimbi, clouds formed in North-East at 9-30 A. M.; heavy rain at 9-50 A. M. for half an hour, then continuous but light during day.
		16	28·665	88	80	Calm.	...	0·17	
	13th	9·30	28·763	93	84	Calm.	...	...	Sultry morning; calm all day.
		16	28 686	97	84	Calm.	...		
	14th	9·30	28·765	88	79	S E	...	0·37	Short shower of rain at 3 A. M.
		16	28·691	95	82	S E	...	...	
	15th	9·30	28·677	91	80	S E by E	...	...	Cloudy morning. Slight rain at 4 A. M.
		16	28·609	89	80	N by W	...	...	
	16th	9·30	28·699	92	82	Calm.	...		Sultry morning; heavy rain from 12-15 A. M. to 12-50 A. M.; very sultry afternoon.
		16	28·670	85	80	Calm.	...	0·54	
	17th	9 30	28·748	76	75	S E	...	1·08	Cloudy morning; slight rain at 6 A. M. Heavy rain at 8-30 A. M.
		16	28·675	79	77	S E	...	...	
	18th	9 30	28·778	89	79	S E	...	0·27	Calm; hot day.
		16	28·686	92	82	Calm.	...	...	
	19th	9·30	28·718	89	82	S	...	...	Calm sultry day.
		16	28·629	95	85	Calm.	...	...	
	20th	9·30	28·806	90	81	S			
		16	28·598	84	80	S E			
	21st	9·30	28 717	84	80	S E	...	...	Cloudy and cool; several showers.
		16	28·535	87	82	Calm.	...	...	
	22nd	9·30	28 786	88	79	E S E			
		16	28·699	91	80	S E			
	23rd	9 30	28·790	81	73	S E	...	0·17	Heavy shower in the morning at 9-30.
		16	28·688	89	82	Calm.	...	...	
	24th	9·30	28·770	88	80	S	...	...	Cloudy day; a fine rainbow was seen at 5-30 P. M., on a nimbus cloud in North-East sky.
		16	28 651	93	83	S E	...	...	
	25th	9 30	28·717	85	79	S E			
		16	28 675	87	80	S E			
	26th	9·30	28·750	79	77	S E			
		16	28·662	86	80	E			
	27th	9·30	28 709	81	79	S E	...	0·10	
		16	28·680	85	79	S E			
	28th	9·30	28 754	78	77	S E	...	1·56	
		16	23·097	81	79	Calm.			
	29th	9·30	28 789	79	78	S E	...	3·14	Heavy shower at 1-30 A. M. continuing nearly all the morning; heavy rain again in afternoon, accompanied with sharp East wind.
		16	28·710	81	76	E	...	...	
	30th	9·30	28·718	84	79	S E	...	0·75	Cloudy rainy morning; loud thunder in West at 4 P. M.
		16	28·633	81	77	S E	...	...	
	31st	9·30	28 681						
		16	28·598	88	80	S E	...	...	Sultry morning; rain in afternoon.
				84	80	Calm.	...	...	
	Sept.								
	1st	9·30	28·724	78	77	Calm.	...	4 82	This was all one shower and felt in 7 hour. The rain-fall was most extraordinary, a good deal of damage to houses was done by it.
		16	28·647	82	79	Calm.	...	...	
	2nd	9·30	28·790	86	80	S E	...	2·05	Cloudy and cool.
		16	28 730	82	76	N E	...	...	
	3rd	9 30	28 807	86	79	N E	...	...	Sultry; calm day.
		16	28 703	93	81	Calm.	...	...	
	4th	9·30	28·820	89	80	E N E			
		16	28·684	94	80	Calm.			
	5th	9 30	28·797	90	81	S	...	...	Calm and sultry in the early morning; North-East wind with light shower in afternoon.
		16	28·637	90	82	N E	...	...	
	6th	9 30	28·831	89	81	S E			
		16	28 730	87	80	E			
	7th	9·30	28·829	90	81	S E			
		16	28 690	91	82	Calm.			

BENGAL SECRETARIAT,
The 23rd September 1867.

M. H. ORMSBY, LL. B., C. E.,
Offg. Meteorological Reporter to Govt. of Bengal.

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No. 39.] [1531]

The Calcutta Gazette.

WEDNESDAY, SEPTEMBER 25, 1867.

ORDERS by the LIEUTENANT-GOVERNOR of BENGAL.

No. 3632.

APPOINTMENTS.

The 16th September 1867.—The Reverend Frederick Lehmann, of Pakour, is authorized, under Section 47, Part V., Act V. of 1865, to grant Certificates of Marriage between Native Christians being Converts from any religion in India.

The 17th September 1867.—The following gentlemen to be Members of the Howrah General Hospital Committee, *viz.*:—

The Chaplain of Howrah ...
The District Superintendent of Police ...
The District Engineer, East Indian Railway ... } *Ex-officio.*
The Locomotive Superintendent, East Indian Railway ...
The Traffic Manager, East Indian Railway ...

Mr. S. H. Robinson.
„ A. Thompson.

The 20th September 1867.—Mr. A. Abercrombie to be Civil and Sessions Judge of Dacca.

Mr. W. K. Clementson to be an Assistant Commissioner in Cachar, and to exercise the powers of a Magistrate, Deputy Collector, and Moonsiff, in that District.

The 21st September 1867.—Mr. R. Pereira, Uncovenanted Assistant to the Commissioner of Chittagong, is promoted to the Fourth Grade of the Subordinate Executive Service.

The 23rd September 1867.—Mr. R. P. Jenkins to officiate as Commissioner of Revenue and Circuit of the Patna Division, during the absence, on leave, of Mr. J. W. Dalrymple, or until further orders.

Mr. H. Harris to officiate as District Superintendent of Police, Burdwan, from the 13th ultimo, to the date of his making over charge of his office to Lieutenant Wilkinson.

The 24th September 1867.—Baboo Shiva Persad Sandyal, Deputy Magistrate and Deputy Collector of Baraset, is vested with the powers of a Magistrate in the 24-Pergunnahs.

The following gentlemen are appointed to form a Committee for the management of the Charitable Dispensary at Rajmehal, *viz.*:—

Mr. W. M. Smith, President.
Amritto Lall Mostafa, ...
Rusraj Das, ...
Odito Chunder Das, ...
Shib Chunder Shaw, ... } Members.
Muthoora Nath Mookerjee, ..
Goordyal Chatterjee, ...
Mudoosoodun Roy, ...

Sub-Assistant Surgeon Nocoor Chunder Banerjee, Secretary to the Committee.

LEAVE OF ABSENCE.

The 18th September 1867.—Mr. C. T. Buckland, Commissioner of Dacca, for fifteen months, under Section 11 of the Covenanted Service Absentee Rules.

The 19th September 1867.—Mr. J. B. S. Millie, Assistant Superintendent of Police, Raneegunge, for fifteen months, under paragraph 11 of the Uncovenanted Service Absentee Rules.

The 21st September 1867.—Dr. B. B. Ford, Medical Officer of Balasore, is allowed twenty-four days' preparatory leave of absence, to enable him to appear before the Standing Medical Committee at the Presidency.

The 23rd September 1867.—Mr. J. J. Livesay, Assistant Magistrate and Deputy Collector of Khoordah, for three months, under Section 6 of the Covenanted Service Absentee Rules, from the date on which he may be relieved.

Mr. J. W. Dalrymple, Commissioner of Patna, for six months, on private affairs, under Section 9 of the Covenanted Service Absentee Rules.

The 24th September 1867.—Moulvie Dulleelooddeen, Deputy Magistrate and Deputy Collector, 24-Pergunnahs, for two months, under the orders of the Right Hon'ble the Secretary of State for

India, dated 8th November 1865, from the 1st October next, or any other date on which he may avail himself of the leave.

Baboo Kali Kinkur Roy, late Officiating Judge of the Small Cause Courts of Kooshteah, Chooadangah, and Meherpore, for three months, under paragraph 11 of the Uncovenanted Service Absentee Rules.

Mr. C. W. Wilmot, Assistant Commissioner, Deoghur, for six weeks, under the orders of the Right Hon'ble the Secretary of State for India, dated 8th November 1865, in extension of the leave granted to him under orders of the 10th July last.

Baboo Mohesh Chunder Sen, Officiating Principal Sudder Ameen of Sylhet, is allowed leave of absence, from the 27th September to 8th November 1867, under the orders of the Right Hon'ble the Secretary of State for India, dated 8th November 1865.

The following Officers are allowed leave of absence during the ensuing Dusserah vacation, under paragraph 16 of the Uncovenanted Service Absentee Rules, *viz.* :—

Baboo Juggobundoo Banerjea, Principal Sudder Ameen of Nuddea.

Baboo Nobin Chunder Ghose, Sudder Ameen of Nuddea.

Mr. S. DaCosta, Principal Sudder Ameen of Maunbhoom.

Baboo Brojo Mohun Dutt, Officiating Principal Sudder Ameen of Rungpore.

Baboo Kooladanund Mookerjee, Sudder Ameen of Maldah.

Baboo Judoonath Mullick, Sudder Ameen of Midnapore.

Baboo Burma Dutt, Officiating Sudder Ameen of Sarun.

Moulvy Moheeoodeen, Sudder Ameen of Tirhoot.

The following Officers are allowed leave of absence for one month, during the ensuing Dusserah vacation, under paragraph 16 of the Uncovenanted Service Absentee Rules, *viz.* :—

Baboo Baney Madhub Shome, Judge of the Small Cause Court of Pubna.

Moulvy Furreedooddeen, Sudder Ameen of Shahabad.

In modification of the orders of the 13th instant, notified in the *Calcutta Gazette* of the 18th idem, Baboo Bhugwan Chunder Sen, Deputy Collector of Survey, Lower Assam, is allowed leave of absence, on private affairs, up to the 15th October next.

NOTIFICATION.

The 21st September 1867.—Mr. A C. Woodward, of the Subordinate Executive Service, reported his departure from India per Steam-ship *Mongolia*, which was left by the Pilot at sea on the 10th instant.

NOTIFICATION.

The 18th September 1867.—The Inspector-General of Police, Lower Provinces, having reported the removal of the Police Station of Moolnahaut to Odeypore, persons in charge of Salt laden boats leaving the Jessore District, and proceeding up the Mudhoomutty River to places beyond Chowkey limits, are required henceforth to deliver up their preventive documents at the Odeyporehaut Police Station.

The following Order issued by the Government of India, in the Home Department, is re-published for general information :—

No. 4347.—Simla, the 9th September 1867.—*Notification.*—The services of the Reverend F. R. Michell, a Junior Chaplain on the Bengal Establishment, are placed at the disposal of the Government of Bengal.

NOTIFICATION.

The following Order of His Excellency the Commander-in-Chief is re-published for general information :—

No. 199.

Sanitary.
Cantonments.

With reference to the new Cantonment Rules, Chapter IV., paragraph 16, and under instructions from Government, the Commander-in-Chief is pleased to direct that, from date of receipt of this order, there shall be kept up, in all Military Cantonments, a careful registration of *all* deaths and their causes, whether of Europeans or Natives, Military or Civil, including all residents and servants in private compounds and regimental bazars.

2. This duty of registration will devolve on the Cantonment Magistrate and his establishment, assisted, when necessary, by the Military Authorities.

3. At Stations where there are no Cantonment Magistrates the duty will be performed by the Station Staff Officer, under the orders of the Commanding Officer.

4. A weekly statement of such registration will be accurately prepared by the Cantonment Magistrate, or Staff Officer, who will forward a copy of it to the Sanitary Officer, for the information of the Cantonment Committee.

5. All registration records will be carefully preserved in each station.

NOTIFICATION.

The 24th September 1867.—Under Section 19, Act XII. of 1866, it is hereby notified that the Lieutenant-Governor of Bengal has been pleased to extend the provisions of Act XII. of 1866, *(an Act to provide for the compulsory taking of rights to form and maintain private watercourses from public works of irrigation)* to the Districts of Midnapore, Balasore, Cuttack, and Pooree.

2. The Consulting Engineer to Government in the Irrigation Department is the Canal Officer for the purposes of the Act.

H. L. DAMPIER,

Offg. Secy. to the Govt. of Bengal.

Public Works Department,—Bengal.

ESTABLISHMENTS.

No. 301.

The 17th September 1867.

Leave of Absence.—Baboo Kedarnath Pal, Overseer, Third Grade, attached to the Balasore Division, for one month, on Medical Certificate, under Sections 11 and 20 of the Uncovenanted Service Absentee Regulations.

No. 302.

The 24th September 1867.

Lieutenant G. Nolan, (Unattached) Executive Engineer, (Fourth Grade) Pooree Division, for fourteen days, preparatory to proceeding to Europe on sick leave.

F. H. RUNDALL, *Lieut.-Col., R. E.,*
Joint-Secy. to the Govt. of Bengal,
P. W. D., Irrigation Branch.

ESTABLISHMENTS.

No. 303.

The 24th September 1867.

Transfer.—Serjeant S. S. Saunders, Sub-Engineer, Third Grade, from the Patna Branch Road to the Dinapore Division, which he joined on the 14th September 1867.

No. 304.

Leave of Absence.—Baboo Punnaloll Johoory, Overseer, First Grade, attached to the Darjeeling Division, for three months, on Medical Certificate, under Sections 11 and 20 of the Uncovenanted Service Absentee Regulations.

No. 305.

Mr. J. McPherson, Overseer, Second Grade, attached to the Presidency Division, for six months, on Medical Certificate, under the above cited Regulations.

No. 306.

Errata.—In Notification No. 285 of the 7th September 1867, for "Second Standard" read "Lower Standard."

In Notification No. 288 of the 11th September 1867, for "20th August" read "20th July 1867."

No. 307.

Posting.—Baboo Heeraloll Banerjee, Overseer, Second Grade, is posted to the Second Division, Grand Trunk Road.

J. DUNDAS, *Lieut., R. E.,*
Asst. Secy. to the Govt. of Bengal,
P. W. D.

Pub. Works, (Railway,) Dept.,—Bengal.

Fort William, the 23rd September 1867.

Notification.—Whereas it appears to the Lieutenant-Governor of Bengal that land is required to be taken up, at the public expense, for a public purpose, *viz.*, for a River Depôt, and to connect the Eastern Bengal Railway with the River Hooghly at Shamnuggur, it is hereby declared that, for the above purpose, a plot of land, measuring 50 beegahs, 12 cottahs, more or less, situated at Mouzah Nowparah, Shamnuggur, and Moolagore, Pergunnah Havelleesohur and Arsha, District 24-Pergunnahs, is required.

The land is bounded on the North and South by the respective garden lands belonging to Baboo Prosonno Coomar Tagore, Horolaul Banerjie, Mohes Chunder Gangooly, and Kally Coomar Chatterjie; on the East partly by the Railway Line, and partly by the Railway Feeder Road, and on the West by the River Hooghly.

This Declaration is made, under the provisions of Section 2, Act VI. of 1857, to all whom it may concern.

By Order of the Lieutenant-Governor of Bengal,

F. S. STANTON, *Capt., R. E.,*
Offg. Joint-Secy. to the Govt. of Bengal,
P. W. D. (*Railway Branch.*)

Circular Orders by the High Court of Judicature at Fort William in Bengal.

(Criminal Side.)

No. 11.

To all Sessions Judges and Judicial Commissioners,— (dated Calcutta, the 2nd September 1867.)

The following Rules are laid down by the High Court of Judicature for careful observance by Zillah Judges :—

I.—The "examination of the accused person," which is directed by Section 366 of the Code of Criminal Procedure, "to be given in evidence at the trial," should be put in and read as part of the case for the prosecution *before the accused person is called upon to enter on his defence.*

So also should be the examination of a medical witness which the Court is directed (Section 368) to "receive as *primâ facie* evidence;" and the examination of a witness in a case in which it "may be given in evidence" under Section 369 (if it is considered desirable on the part of the prosecution to put in such examination).

But before examinations are received as evidence under any of these three Sections, care must be taken to see that they are in proper form and duly attested, or otherwise strictly proved. And under Section 369, the examination cannot be given as evidence unless it is proved that the witness, whose examination it is proposed to put in, is dead, or the Court is satisfied that for sufficient cause his attendance cannot be procured, (See case of Bheekun Doss, Weekly Reporter, Volume VII, page 114, Criminal Rulings).

II.—Such examinations when so received are to be detached from the proceedings in the preliminary enquiry and *annexed* to the *record* of the TRIAL.

III.—In the case of the Queen *versus* Mussamut Niruni and Monirooddeen (Weekly Reporter, Volume VII., page 49, Criminal Rulings), the Court held that an examination of the accused, which had not been recorded and authenticated in the mode prescribed by Section 205 of the Code of Criminal Procedure, was not admissible in evidence at the trial. Such defective examinations ought not to be placed in the record unless the prosecution should have taken exception to the order of the Court refusing to admit it, in which case, if the proceedings be submitted to the High Court, it may be transmitted separately with a memorandum of the Judge's order of rejection.

By Order, &c.,
(Sd.) C. D. FIELD,
Registrar.

(Civil Side.)

No. 26.

To all Judges of Districts,—(dated Calcutta, the 11th September 1867.)

The High Court are pleased to direct, in modification of the instructions contained in Circular Order No. 32, dated 31st August 1861, (No. 184, printed series), that the Statement of Civil Business now submitted by the Judges monthly be in future submitted *quarterly*, on or before the 15th of the month following.

2. It is not intended by these orders to supersede the submission of Monthly Statements by the subordinate Judges to the Judge as at present. The Principal Sudder Ameens, Sudder Ameens, and Moonsiffs will submit, as hitherto, their Statements every month to the Zillah Judge, and the Court expect that the Judges will carefully examine those Statements and satisfy themselves that the business of the subordinate Courts is transacted with due despatch as well as with method, and with personal attention to the cases as they come before them in execution as well as before decree.

By Order, &c.,
(Sd.) C. D. FIELD,
Registrar.

(Civil Side.)

No. 29.

To all Civil Judges,—(dated Calcutta, the 13th September 1867.)

Several recent instances having occurred of the neglect of the provisions of Civil Circular No. 28, dated 20th September 1864, the Court again call attention to the subject. A *copy* of the judgment in the language in which it was delivered is required and not a translation of that judgment. The Judges are requested to draw the particular attention of the subordinate Judges to the subject.

By Order, &c.,
(Sd.) C. D. FIELD,
Registrar.

No. 2825.

Opium Notification.

NOTICE is hereby given that the Tenth Sale of Opium, the provision of 1865-66, will be held at the Exchange Hall, on Wednesday, the 16th October 1867, and will comprise 4,000 Chests, *viz.*:—

		Chests.
Behar Opium	...	2,000
Benares „	...	2,000
Total Chests	...	4,000

2. The general Conditions of the Sale now advertized, will be the same as usual: they may be ascertained by reference to the Notification issued on the 1st October 1866, and published in the *Government* and *Exchange Gazettes*, or on application at the Office of the Board of Revenue.

3. The latest dates for deposit and clearance will be the 21st and 31st October, respectively; that is to say, no Bank of Bengal Receipts, Government Promissory Notes, or other Public Securities that may be tendered for deposit in redemption of Promissory Notes given by purchasers in the Sale-room, will be received after 4 P. M. of Monday, the 21st October 1867, and no Bank of Bengal Receipts in full payment of lots will be accepted after 4 P. M. of Thursday, the 31st October 1867.

4. In addition to the quantity above advertized for sale, the following quantities, more or less, of Behar and Benares Opium, will be brought to sale in the present year on or about the dates specified below. The Board, however, to reserve themselves the right of altering these dates, should circumstances render it expedient to do so:—

		Behar about Chests.	Benares about Chests.	Total about Chests.
On or about Monday,	11th Nov. 1867.	2,000	2,000	4,000
On or about Friday,	6th Dec. „	2,000	2,000	4,000
	Total ...	4,000	4,000	8,000

By Order of the Board of Revenue, L. P.,
R. L. MANGLES,
Offg. Junior Secretary.

FORT WILLIAM,
The 10th September 1867.

Revenue Survey Department.

No. 36.

THE privilege leave of absence for forty-five days, granted in Notification No. 33, dated 20th ultimo, to Mr. W. A. Wilson, Sub-Assistant Revenue Surveyor of the Second Grade, attached to the Second Division, Lower Provinces, is cancelled at his own request.

JOHN MACDONALD, *Major,*
Offg. Dy. Surveyor-General.

CALCUTTA,
The 16th September 1867.

Notice.

With a view to obviate delay in passing Establishment and other Bills for the current month before the Doorga Poojah Holidays, the Examiner of Claims has been instructed to receive such Bills for examination and audit on or after the 28th instant, in order that cheques for payment of the same may be ready by the morning of the 1st proximo for delivery.

In the event of any alteration affecting the amount of a Bill taking place between the time of its presentation and the 1st proximo, the circumstance should be reported to the undersigned.

Hugh Sandeman,
Acctt.-Genl., Bengal.

Calcutta,
The 17th September 1867.

Notification.

Baboo Radhagobindo Roy, Registry Clerk at the Sub-Divisional Treasury at Serajgunge, to be Money Order Agent at that Sub-Division.

Baboo Naryon Gogoee, Sheristadar of the Golaghaut Sub-Divisional Office, to be Money Order Agent at that Sub-Division.

Baboo Bistooram Doss, Head Clerk of the Deputy Registrar's Office at the Mungledye Sub-Divisional Office, to be Money Order Agent at that Sub-Division.

Baboo Nobeen Krishna Bose, Assessor Deputy Collector of the Rajshahye District, to be Money Order Agent at that Station (Beauleah).

Hugh Sandeman,
Accountant-General, Bengal.

Fort William,
The 17th September 1867.

No. 1539.

Educational Notice.

An Examination for the Certificate of reasonable expectation of passing the First Arts Examination will be held at the Office of the Inspector of Schools, Central Division, 7, Writers' Buildings, Dalhousie Square, on the 8th November, at eleven o'clock. Candidates must be *bonâ fide* Teachers of known Schools in the Central Division, and must produce proofs of their length of service as Teachers of Schools, and those who have also studied in College after passing the Entrance Examination, must produce their College Certificates if they have any.

A fee of 4 Rupees will be required.

H. Woodrow, M. A.,
Inspector of Schools, Central Division.

Fort William,
The 10th September 1867.

Notice.

Lieutenant E. N. D'LaTouche, Assistant Commissioner, has been placed in charge of the Nowgong Treasury, and is authorized to draw Bills on other Public Treasuries.

Henry Hopkinson,
Commissioner of Assam.

Tezpore;
The 17th September 1867.

Notification.

Mr. W. Sarson, Uncovenanted Deputy Collector of Chittagong, has been put in charge of the Chittagong Treasury, and has been authorized to draw Bills on other Treasuries.

W. Gordon Young,
Commissioner.

Commissioner's Office;
Chittagong,
The 18th September 1867.

Notice.

Certain Effects belonging to the late Mr. Vernon, Assistant Engineer, in the District of Seebsagur, who died on the 8th instant, are in the custody of the Court, and will be made over to any person duly authorized to receive them.

W. C. S. Clarke,
Deputy Commissioner.

Seebsagur;
Deputy Commr.'s Office,
The 12th September 1867.

Notice.

The Cachar Mêla will, as usual, be held at Silchar, commencing on Monday, the 30th December 1867, corresponding with 16th Poush 1274, and continuing for as many days as may be considered necessary.

J. W. Edgar,
Offg. Dy. Commissioner.

Cachar;
Deputy Commr.'s Office,
The 12th September 1867.

Wanted,

For the Office of Interpreter and Translator of the High Court, Original Jurisdiction, a European gentleman who is thoroughly acquainted with English, Persian, Bengallee, and Urdoo. No candidate will be appointed permanently until he shall have served on probation for three months, nor on probation until he shall have passed an examination.

Salary, 600 Rupees a month. Applications, with testimonials as to character and qualifications, to be forwarded to the Registrar of the High Court, Original Jurisdiction, 20, Chowringhee Road, on or before the 15th November next.

R. Belchambers,
Registrar.

RETAIL PRICES OF FOOD AS REPORTED TO THE BOARD OF REVENUE, L. P., DURING THE WEEK ENDING THE 21ST SEPTEMBER 1867.

Number of Seers of 80 Tolahs weight retailed for a Rupee.

AT	Date of Return from each District.	Cleaned Rice in Ordinary use.			Pulses in Ordinary use.			Wheat.		Attah.		Janera, Jowar and such Grains.	
		Dearest sort.	Cheapest sort. Ordinary price at this Season.	Cheapest sort. Present price.	Dearest sort.	Cheapest sort. Ordinary price at this Season.	Cheapest sort. Present price.	Ordinary price at this Season.	Present price of cheapest kind.	Ordinary price at this Season.	Present price of cheapest kind.	Ordinary price at this Season.	Present price of cheapest kind.
Districts in which the prices are same or nearly the same.													
Durrung ...	2nd Sept. 1867	8	32	11	7	20	11	13	6	8	11	...	...
Kamroop ...	7th ,,	10	15	13	12	20	13	16	16	8	5	...	...
Luckhimpore ...	2nd ,,	5	10	9	4	6	6	10	9	4	5	...	...
Nowgong ...	9th ,,	7	12	12	21	16	21	12	10	6	4	...	...
Darjeeling ...	16th ,,	5	8	11	4	6½	6½	...	...	4	4	16	16
Godda ...	14th ,,	20	29	22	16	20	30	19	22	16	14	40	35
Rajmehal ...	9th ,,	16	31	21½	15	26	22	36	28	22	18½	56	45
Singbhoom ...	9th ,,	12	32	16	8	32	16	24	12	16	8	...	...
Rajshahye ...	16th ,,	8¼	28	24	8	26	21	28¾	25 4/16	20	13½	...	...
Districts in which all or most articles are dearer.													
Bullooah ..	16th Sept. 1867	18	33	22	8	33	15	...	...	6	5	...	...
Tipperah ...	8th ,,	13	45	30	8	40	20	...	14	...	7	...	...
Cuttack ...	2nd ,,	17 1/16	32	18⅜	15¾	30	13⅛	32½	10½	18	6 8/16	...	...
Patna ...	17th ,,	20	17⅝	23	16	19 3/16	31	14 3/16	22	12	18	12 13/16	34
Districts in which all or most articles are cheaper.													
Seebsaugor ...	2nd Sept. 1867	9	30	10	5	12	8	20	11	8	4	...	...
Pakour ...	15th ,,	16	27	21	20	26	21	25	24	17	18	...	...
Bancoorah ...	16th ,,	15	42	26¼	18½	30	17½	19	15	11½	12½	25	5
Beerbhoom ...	15th ,,	21½	26	21½	7	27	16½	21	18¾	14	12	68	19
Howrah ...	16th ,,	15	26	20	15	19	19	12	16	12	10	...	...
Chittagong ...	16th ,,	16	16	22	7	16	15	16	18	10	10	...	...
Hazareebaugh ...	16th ,,	9¼	25	19	18¾	33	23½	20	14½	16	10¾	36	24
Balasore ...	16th ,,	14	30	21¼	8	16	11	16	10	10	7	...	...
Pooree ...	9th ,,	14 7/16	33¾	15¾	13⅛	23⅝	14 1/16	23⅜	10½	18¾	7⅞	26¼	21
Dacca ...	16th ,,	25	40	31	17	16¾	22	16	16	8	10	...	...
Mymensing ...	15th ,,	25	25	30	11	20	22½	16	15	9	7	...	...
Sylhet ...	6th ,,	16	50	33	12½	60	20	14	13½	13	10	...	...
Calcutta ...	23rd ,,	14½	22½	19	14	23½	21	16	18	8	11½	...	...
Jessore ...	19th ,,	8¼	17	30	18	40	30	21	16	10½	8	...	...
Nuddea ...	16th ,,	15¾	23¾	22⅞	12 10/16	33 11/16	40	15⅝	17¾	10⅝	10 11/16	...	...
24-Pergunnahs ...	16th ,,	16	13	20	6½	20	21¼	13	19	8	11½	...	...
Sarun ...	14th ,,	9	25	23½	27	30	29	28	23	24	18½	36	35
Shahabad ...	16th ,,	9	24	22	24	24	28	23	22	18	19	30	30
Tirhoot ...	16th ,,	18½	30	20	27½	28	32	24	23	20	18	40	31½
Bograh ...	16th ,,	18	24	30	10	17 1/16	14	15	17½	8	9	...	...
Dinagepore ...	15th ,,	18	23	26	12	17	19	14½	20	11½	11½	...	...
Maldah ...	16th ,,	20	19	22½	22	23	37½	17	30	12	20	...	...
Pubna ...	15th ,,	22½	24	30	9	32	30	19½	24	9¾	10	...	...
Districts in which some articles are dearer and some cheaper.													
Gowalparah ...	9th Sept. 1867	12½	15½	15½	11	12½	13	20	21	6	6	...	...
Bhaugulpore ...	15th ,,	20 3/16	30 5/16	25¼	18 14/16	22 11/16	20 5/16	37⅞	25¼	25	14 11/16	50⅜	37⅞
Monghyr ...	17th ,,	13	26	17	11	30	18	35	25	32	18	40	30
Purneah ...	16th ,,	32	42	40	13	30	25	30	35	20	18	40	35
Deoghur ...	16th ,,	...	30	18	13	30	16	20	20	16	15	...	...
Burdwan ...	15th ,,	25½	18¾	27	10¾	21	21	14	19½	7	12	...	...
Hooghly ...	16th ,,	10	18¾	19	15	21¼	20	16	18	10	11¼	20	17½
Midnapore ...	16th ,,	22¼	23	26½	11⅜	15	14½	13	14½	9	10	...	...
Lohardugga ...	14th ,,	10	32	20	8	14	13	16	14½	12	9¼	40	17
Maunbhoom ...	16th ,,	16	50	26	9	24	25	15	13	10	9	50	50
Backergunge ...	15th ,,	22	20	25	9½	20	21½	11	12½	8¼	8¼	...	...
Cachar ...	9th ,,	22½	20	24	12	10	13	7	11	4	5	...	...
Furreedpore ...	16th ,,	21	23	24	27	26	28	24	25	9	10	...	...
Gya ...	16th ,,	20	25	22	19	19	20	25	18½	21	14½	45	36
Chumparun ...	15th ,,	25	24	27	17	24	21	28	25	17	18	56	35
Moorshedabad ...	15th ,,	15¼	26½	21⅜	12½	28	31	25¾	21⅛	21⅛	14⅜	...	...
Rungpore ...	16th ,,	13 3/16	24	20¼	12⅞	25	20	25	19	9	9	...	...

PUBLISHED for general information.

By Order of the Board of Revenue, L. P.,

T. BRUCE LANE,

Secretary.

FORT WILLIAM,

The 24th September 1867.

NOTICE.

LIST of unclaimed Packages lying on the Custom House Wharf.

Date of Landing.	Mark or Address of Packages.	Ships.
1867, May 1st ...	1 Parcel, B D C ...	Str. Golconda.
„ 1st ..	1 Box, Messrs. Consolato DePrussia, Calcutta ...	Ditto.
Unknown ..	1 Case, [X] J. J. S. and Co., No. 279 ...	Unknown.
July 23rd ...	1 Parcel, A. G. and Co. ...	Jane Porter.
„ 20th ...	1 Case, [A N] ...	Roslin Castle.
„ 6th ...	100 Kegs, [H] ..	City of Glasgow.
„ 11th ...	1 Case, [J S] 5 ...	Ditto.
„ 4th ...	100 Pairs of Railway Wheels, no mark ..	Ditto.
Feb. 12th ...	60 Quarter Barrels Gunpowder, Moyapore Magazine, [G. P. and Co., 26] ..	Sir John Lawrence.
April 28th ...	50 Quarter Boxes Gunpowder, Moyapore Magazine, [C] ..	Baroda.
„ 28th ..	16 Packages Gunpowder, Moyapore Magazine, B. L. and Co. ...	Ditto.
May 7th ..	20 Quarter Boxes Gunpowder, Moyapore Magazine, C C M ...	Gainsborough.
„ 7th ...	50 Quarter Barrels Gunpowder, Moyapore Magazine, [C] M ..	Ditto.
June 1st ..	6 Boxes Gunpowder, Moyapore Magazine, Great Eastern Hotel Company, Hall of all Nations	Duke of Argyle.
Aug. 6th ...	1 Case, C W D C, No. 2 ...	Unknown.
„ 15th ...	1 Case, no mark ...	Ditto.
July 9th ...	1 Parcel, [W H C] W. Heilgers ...	Melbrick.
„ 2nd ..	1 Case, [H M S and M S] ...	City of Lahore.
„ 26th ...	1 Truss, B. and Co., J ..	Ditto.
Aug. 28th ...	1 Case, Ensign G. H. Dale, 109th Light Infantry, Roorkee, North-Western Provinces, care of S. Smith, Sons and Co., 75, Clive Street ..	Str. Mongolia.
„ 28th ...	1 Package, A. C. Crookshank, Esq., Bengal Staff Corps, Fort William ...	Ditto.
Sept. 10th ...	1 Case, Lieutenant E. B. Bishop, 2nd Punjab Cavalry, care of Grindlay and Co. ...	Str. Candia.
„ 10th ...	1 Box, W. Cumming, Serjeant 297th Overseer, Public Works Department, Sepree, India, care of Smith, Sons and Co. ...	Ditto.

CALCUTTA CUSTOMS,
The 24th September 1867.

J. A. CRAWFORD,
Collector of Customs.

NOTICE.

THE undermentioned Packages, if not cleared on or before the dates specified against each item, will be sold for the realization of Duty, Wharfage, &c., under Section LVII. of Act VI. of 1863 :—

Date of Sale.	Mark or Address of Packages.	Ships.
1867, Sept. 28th ...	1 Keg, [A N] ...	Rajmehal.
„ 28th ..	1 Truss, [H P] ...	City of Athens.
„ 28th ...	1 Parcel, [G] ...	Ditto.
„ 28th ...	1 Parcel, [C] C ..	Ditto.
„ 28th ...	1 Parcel, [H] Huber and Co. ...	Ditto.

Date of Sale.	Mark or Address of Packages.	Ships.
1867, Oct. 20th ...	1 Truss, [L] ...	Mahanada.
„ 20th ...	1 Parcel, S. S. Ewing and Co. ..	Ditto.
„ 20th ...	1 Parcel, [M] Pickford, Mathewson and Co. ...	Ditto.
„ 20th ...	1 Parcel, [W] ...	Ditto.
„ 20th ...	1 Parcel, [Y] B [R A U V] ...	Ditto.
„ 20th ...	1 Parcel, [W] ..	Lord of the Isles.
„ 20th ...	1 Parcel, L A C [W] ...	Ditto.

CALCUTTA CUSTOMS,
The 24th September 1867.

J. A. CRAWFORD,
Collector of Customs.

NOTICE.

THE following Packages heve been landed at the Custom House from the undermentioned ships, under the provisions of Section LII. of Act VI. of 1863, if the goods are not cleared before the dates stated against each item, they will be advertized for sale.

		Northampton.	
1867, Oct. 2nd ...	B, 1 Case ...	[K M G] S G, 2 Cases.	
		City of Lahore.	
1867, Oct. 18th ...	B. S. and Co., 5 Packages	[M C 3] 9 Casks ...	Captain G. Johnson, 36-1, Park Street, Calcutta, 2 Casks.
		Rajmehal.	
1867, Oct. 18th ..	[C T T M] 5 Cases ...	[R M] 1 Case ...	P[L] C, 1 Parcel.
„ 18th ...	[P] C, 1 Truss ..	[555] D. & Co., 20 Casks.	
		Roman Empire.	
1867, Nov. 2nd ..	B. M. and Co., 2 Casks ...	Hamilton Brown, Esq., care of Jardine, Skinner and Co., 1 Case.	
		Arundal Castle.	
1867, Nov. 8th ..	B N I, Calcutta, 1 Case ...	D H R M, 1 Case.	
		Orient.	
1867, Nov. 8th ...	[O G C] C, 1 Case.		
		City of Quebec.	
1867, Dec. 1st ...	[M and B] 1 Cask ...	[H M H and M S] A. B. and Co., 1 Cask	21] L C J, 2 Packages.
„ 1st ...	Dr. H. C. Gordon, Deputy Inspector-General of Hospitals, care of Colvin, Cowie and Co., 3 Cases.		
		Candahar.	
1867, 30th Nov, ...	L N G, 3 Casks.		
		Clifford.	
1867, Nov. 20th ...	R D C L M, 1 Case.		
		Calcutta.	
1867, Dec. 12th ...	[100] L C J, 3 Cases ...	[50] L C J, 1 Case ..	[83] L C J, 2 Cases.
		Evangeline.	
1867, Dec. 8th ...	No mark, 59 bundles of Iron.	No mark, 502 bars of Iron.	
		Lady Octavia.	
1867, Dec. 14th ..	[R B R] 8 Packages.		

CALCUTTA CUSTOMS,
The 24th September 1867.

J. A. CRAWFORD,
Collector of Customs.

Notice.

DEPUTY COLLECTOR BABOO BROHMONAUTH SEN has been placed in charge of the Nuddea Treasury and authorized to draw Bills on other Treasuries.

R. B. CHAPMAN,
Offg. Commr., Presidency Division.

Notice.

MR. ASSISTANT COLLECTOR J. G. CHARLES has been placed in charge of the Tirhoot Treasury from the 5th instant, and authorized to draw Bills on other Treasuries.

R. P. JENKINS,
Offg. Commissioner.

PATNA COMMR.'S OFFICE,
The 13th August 1867.

Notice.

MR. DEPUTY COLLECTOR H. DOVETON has been placed in charge of the Tirhoot Treasury from the 5th instant, and authorized to draw Bills on other Treasuries.

R. P. JENKINS,
Offg. Commissioner.

PATNA COMMR.'S OFFICE,
The 9th September 1867.

Notice.

MR. C. E. C. MERINGTON, Deputy Collector, has been placed in charge of the Gya Treasury on the 14th August 1867, and has been authorized to draw Bills on other Treasuries.

R. P. JENKINS,
Offg. Commissioner.

PATNA COMMR.'S OFFICE,
The 10th September 1867.

Notice.

CERTAIN Effects belonging to the Estate of the late Mr. W. E. LEMONDINE, Inspector of Police, Furreedpore, who died on the 23rd instant, have been placed in the custody of this Court, and will be delivered to any person who may be legally authorized to receive the same.

A. W. RUSSELL,
Magistrate.

FURREEDPORE;
Magte.'s Office,
The 29th August 1867.

Nuddea Rivers.

Report shewing the least depth in the present Navigable Channels from the 8th to 14th September 1867.

NAMES OF RIVERS.	Least Depth of Water.		REMARKS.
MATABANGHA.	Fts.	In.	
Above Entrance in Ganges ..	34	0	
On the Entrance Shoal	29	11	
Thence to Hât Bouleah, 44 miles ...	29	0	
Hât Bouleah to Alickdeah ...	25	0	
Alickdeah to Kissengunge, 38 miles ...	25	0	
Kissengunge to Hooghly River, 34 miles ...	26	0	
BHAGIRUTTEE.			
Entrance ...	13	6	
Thence to Jeagunge ...	15	9	
Jeagunge to Cutwa, 60 miles ...	26	3	
Cutwa to Nuddea, 46 miles ...	21	3	
JELLINGHEE.			
Entrance ...	15	0	
Thence to Kureempore, 19 miles ...	16	3	
Kureempore to Teeakatta, 35 miles	23	0	
Teeakatta to Nuddea, 60 miles ...	24	0	

Height on Guage at Berhampore on the 17th September 1867, 27 feet 3 inches above zero.

G. W. VIVIAN, C. E.,
Offg. Exe. Engr., Berhampore Divn.

BERHAMPORE,
The 17th September 1867.

Nuddea River's Division.

UPWARD MONTHLY STATEMENT of Traffic passed through the Toll Stations of Jungypore, Nuddea, and Kishengunge, in the Month of August 1867.

Names of Rivers.	Names of Toll Offices.	Charcoal.			Coal.			Piece Goods, Native Produce.			Piece Goods, Imported Fabrics.			Hides.			Cotton.			Castor Seed.			Castor Oil.			Jaggery.			Jute.			Gunny Bags.			Lime.			Limestone or Ghooting.			Grain.		
		Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.
Bhaugiruttee..	Jungypore ...	...	...	...	28	30950	14805	...	...	...	4	350	61	..	...	...	12	5925	1635	...	...	..	..	...	...	1	850	500	1	200	100	...	...	...	2	400	175	...	...	...	6	5525	2600
Jellinghee ..	Nuddea ..	...	...	...	...	...	...	15	5225	3500	..	...	...	...	...	...	2	450	200	...	...	..	..	...	...	...	...	...	...	...	...	14	8850	5225	..	...	...	10	2625	1375	2	250	100
Matabangah ...	Kishengunge ...	..	...	...	4	69200	4997	...	...	...	...	...	...	...	...	...	4	650	165	...	...	...	...	...	...	..	...	...	...	...	...	1	850	in No. 6000	..	...	...	...	...	...	11	4575	2385

Names of Rivers.	Names of Toll Offices.	Pulse.			Firewood.			Timbers.			Mustard Oil.			Sundry Oils.			Indigo.			Salt.			Sugar.			Tobacco.			Vegetables.			Sundries.			Remarks.
		Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Rafts.	Number of Dokor and Chowkur.	Number of Gole Battee.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	
Bhaugiruttee ...	Jungypore ..	2	500	130	1	250	100	...	...	...	...	...	...	...	...	...	...	...	...	82	25950	8322	...	...	...	...	...	...	...	...	...	65	18850	6315	Under the Head of Grain comes Rice, Wheat, Paddy, Oats, Barley, &c.; and under the Head of Pulse,—Gram, Kullie, Peas, Linseed, Lentile, Mustard Seed, &c., &c., are included.
Jellinghee ..	Nuddea ...	2	575	275	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	1093	916975	465000	...	...	...	18	8075	4100	...	...	...	204	134925	73950	
Matalangah ..	Kishengunge ...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	495	322225	143636	...	...	...	...	...	...	...	...	...	113	68475	25830	

BERHAMPORE,
The 17th September 1867.

G. W. VIVIAN, C. E.,
Offg. Executive Engineer, Berhampore Division.

Nuddea River's Division.

DOWNWARD MONTHLY STATEMENT of Traffic passed through the Toll Stations of Jungypore, Nuddea, and Kishengunge, in the Month of August 1867.

Names of Rivers.	Names of Toll Offices.	Road Stones.			Coal.			Piece Goods, Native Produce.			Piece Goods, Imported Fabrics.			Hides.			Cotton.			Castor Seed.			Castor Oil.			Jaggery.			Jute.			Gunny Bags.			Lime.			Limestone or Ghooting.			Grain.		
		Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.
Bhaugiruttee ...	Jungypore ...	63	163300	85600	...	...	...	...	...	...	...	...	...	3	1125	403	43	74600	20525	5	5950	2985	...	...	...	31	19875	8509	2	375	160	6	2825	756	...	...	...	4	450	252	146	88325	43959
Jellinghee ...	Nuddea ...	...	...	...	...	...	...	417	396950	223850	...	...	...	3	1175	650	12	6325	4100	...	...	...	...	...	...	...	...	...	166	176750	102725	190	153700	98500	1	50	25	28	22500	14000	222	168075	111900
Matabangah ...	Kishengunge ...	...	...	...	...	...	...	...	...	...	...	...	...	1	250	700 in No.	2	2000	500	...	...	...	...	...	...	21	6300	2735	131	120700	63205	1	125	900 in No.	...	...	...	...	...	...	358	451000	236747

Names of Rivers.	Names of Toll Offices.	Pulse.			Firewood.			Timbers.			Mustard Oil.			Sundry Oils.			Indigo.			Salt.			Sugar.			Tobacco.			Vegetables.			Sundries.			Remarks.
		Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Rafts.	Number of Dokers and Chowkers.	Number of Gole Batty.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	Number of Boats.	Maundage by River Measurement.	Maundage of Cargo by estimate.	
Bhaugiruttee ...	Jungypore ...	1311	1697925	816830	65	45850	21899	1	...	2	...	...	...	...	...	...	...	...	...	2	2350	1250	57	91125	41948	35	19475	7448	9	5075	2188	291	252500	119518	Under the Head of GRAIN comes Rice, Wheat, Paddy, Oats, Barley, &c.; and under the Head of PULSE,—Gram, Kullie, Peas, Linseed, Lentile, Mustard Seed, &c. &c., are included.
Jellinghee ...	Nuddea ...	10	6550	2975	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	102	78675	39200	6	1000	600	158	78400	35300	
Matabangah ...	Kishengunge ...	212	135550	77618	1	225	150	2	25	2	...	...	...	...	...	...	...	...	...	...	...	...	1	225	20	7	7000	3950	8	1400	490	143	66925	33746	

BERHAMPORE,
The 17th September 1867.

G. W. VIVIAN, C. E.,
Offg. Executive Engineer, Berhampore Division.

[1541]

Statement of the Affairs of the Bank of Bengal for the Week ending 17th September 1867.

LIABILITIES.			Rs. As. P.
Proprietors' Capital paid-up	...	...	2,20,00,000 0 0
Reserve Fund ...	...	...	18,58,423 4 7
General Treasury Balance at Head Office	...	Rs. 67,74,171 7 6	
Ditto ditto at Branches ...	...	,, 98,74,030 4 2	1,66,48,201 11 8
Other Deposits at Head Office and Branches	...	...	3,37,37,474 1 0
Bank Post Bills, &c.	...	...	4,03,215 11 10
Bank Notes Outstanding ...	...	...	27,865 0 0
Sundries ...	...	...	3,54,729 1 10
		Rupees ...	7,50,29,908 14 11

ASSETS.			Rs. As. P.
Government Securities ...	...	...	25,66,312 10 0
Loans on Government Securities at Head Office and Branches	...	...	51,51,100 0 0
Accounts of Credit on ditto	ditto	...	24,53,762 2 10
Mercantile Bills discounted at	ditto	ditto	75,62,289 6 0
Dead Stock ...	...	...	6,91,651 13 9
Stamps ...	...	...	11,991 8 0
Balances with other Banks	...	...	19,67,595 4 7
Sundries ...	...	...	3,38,997 5 2
			2,77,43,700 2 4
Cash and Currency Notes at Head Office	...	... Rs. 2,78,03,069 11 2	
Ditto ditto at Branches	...	,, 1,94,83,109 1 5	4,72,86,208 12 7
		Rupees ...	7,50,29,908 14 11

By Order of the Directors,

GEO. DICKSON,
Secretary and Treasurer.

J. HECTOR,
Offg. Chief Accountant and Deputy Secretary.

Notice.

BANK OF BENGAL.

Calcutta, 11th September 1867.

UNDER orders of Government, notice is hereby given that the Bank of Bengal, General Treasury, and Public Debt Office, will be closed on the following days, *viz* :—On Friday, the 27th September, on account of the Hindoo Festival, "Mohaloya." From Thursday, the 3rd, to Monday, the 14th October, both days inclusive, on account of the Doorga and Luchmee Poojah Holidays. All Government acceptances which may fall due between Thursday, the 3rd, and Monday, the 14th October, will be paid by the Bank on any day after the 29th September.

By Order of the Directors,

GEO. DICKSON,
Secretary and Treasurer.

New Issue of Currency Notes.

IN continuation of Notification dated 1st July 1867, notice is given that Currency Notes of a new pattern, for Rupees 10, 20 and 50, are now issued from the Exchange Department of this Office.

The Notes are, in general character, very similar to those lately issued for Rupees 500 and Rupees 1,000; the chief points of difference being that in the Notes of the lower denominations the value, printed in letters in the Vernacular languages, is placed in the middle of the Note, instead of in the upper part.

The medallions containing in figures Rupees 10, 20 and 50, respectively, are at the lower, instead of the upper corners of each Note.

J. F. SHEKLETON,
Offg. Head Commissioner.

Great Eastern Hotel Wine and General Purveying Company, "Limited."

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of this Company, will be held at the registered Office of the Company, Nos. 1, 2, and 3, Old Court House Street, Calcutta, on Wednesday, the 25th September next, at 3 o'clock, for the purpose of determining upon the propriety of closing the Company's Establishment at Allahabad, and of selling or otherwise disposing of the property of the Company there.

Offers will be received for the concern, subject to the determination of the Meeting of the Shareholders.

By Order of the Directors,

C. B. WALLIS,
Secretary.

CALCUTTA,
The 21st August 1867.

In the High Court of Judicature at Fort William in Bengal.

Charles Binny Skinner and others, (trading under the name and style of R. Watson and Co.,) Plaintiffs.

William Moran and others, (trading under the name and style of Wiiliam Moran and Co.,) Defendants.

NOTICE is hereby given that the High Court has this day ordered that a Writ of Injunction do issue restraining the defendants, their servants and agents from stamping, printing, writing or affixing the name "Surdah" on silk sold by them, or from any use whatever of the word "Surdah" on any silk which may hereafter be sold by them; and all persons are cautioned against buying, selling, or otherwise dealing with silk marked or described as "Surdah" silk, and not being silk manufactured at the Plaintiffs' Filatures. Dated this 19th day of September 1867.

STACK, COLLIS & MIRFIELD,
Plaintiffs' Attorneys.

TO BE PEREMPTORILY SOLD, by the Registrar of the High Court of Judicature at Fort William in Bengal, in its Ordinary Original Civil Jurisdiction, at the Town Hall, on Thursday, the Twenty-sixth day of September instant, at the hour of twelve o'clock at noon, pursuant to a Decree of the said Court, made in the Suit No. 960 of one thousand eight hundred and sixty-six, wherein Ramloll Mookerjee is Plaintiff, and Rakhal Chunder Day and another are Defendants, and dated the seventh day of January one thousand eight hundred and sixty-seven, the following property, that is to say:—

All that undivided two-third parts or shares of the Defendants, Rakhal Chunder Day and Chooneeloll Day, of, in, and to the messuage tenements, or dwelling-house, together with the piece of land thereunto belonging, situate at No. 109, Musjeed Battee Street, in Durjeeparrah, in the Town of Calcutta, the whole premises containing by estimation about ten cottahs, and butted and bounded as follows: on the North by the house of Woodoy Chund Dutt; on the South by the Company's Road, called Musjeed Battee Street; on the East by the potit or waste land of Munnoo Ameen; and on the West by the house of Doorgamoney Raur.

For further particulars and Conditions of Sale apply at the Office of Messrs. Carruthers, Pittar, and Dignam, Solicitors for the Plaintiff, No. 4½, Hastings' Street, Calcutta.

R. BELCHAMBERS,
Registrar.

CARRUTHERS, PITTAR, AND DIGNAM,
Plaintiff's Attorneys.

HIGH COURT, ORIGINAL JURISDICTION;
REGISTRAR'S OFFICE, CALCUTTA,
The 9th September 1867.

Court for the Relief of Insolvent Debtors at Calcutta.

In the matter of Peter DePenning, an Insolvent. } On Tuesday, the 10th day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Insolvent in person.

Chief Clerk's Office, the 10th September 1867.

In the matter of Frederick William Quarry, an Insolvent. } On Tuesday, the 10th day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Dodd and Orr, *Attorneys.*

In the matter of Antony George, an Insolvent. } On Tuesday, the 10th day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Carruthers and Co., *Attorneys.*

In the matter of Paterson Saunders, an Insolvent. } On Saturday, the 7th day of September instant, it was ordered that the first Court day in the month of September 1868 be appointed for the further hearing of this matter, and that unless cause be shewn to the contrary on that day, the said Insolvent be discharged personally, as well as to his after-acquired property, from all liabilities for debts, claims, and demands of and against the said Insolvent at the time of the filing of his petition for relief.

Barrow and Co., *Attorneys.*

In the matter of Henry Lewis, an Insolvent. } On Monday, the 16th day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Carruthers and Co., *Attorneys.*

In the matter of Kaza Abdossmund, an Insolvent. } On Tuesday, the 17th day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Fenn, *Attorney.*

Chief Clerk's Office, the 17th September 1867.

In the matter of William Hodges, an Insolvent. } On Saturday, the 7th day of September instant, by an order of this Court, the said Insolvent was adjudged entitled to his personal discharge under the Act XI. Vic, cap. XXI., as to all persons named in his Schedule as Creditors or claiming to be Creditors respectively.

Sims, *Attorney.*

In the matter of Ramnarain, an Insolvent. } On Saturday, the 14th day of September instant, by an order of this Court, the said Insolvent was adjudged entitled to his personal discharge under the Act XI. Vic., cap. XXI., as to all persons named in his Schedule as Creditors or claiming to be Creditors respectively.

Carruthers and Co., *Attorneys.*

In the matter of Soorjee Coomar Dey, an Insolvent. } On Saturday, the 14th day of September instant, it was ordered that the petition of the said Insolvent seeking for relief under the Act XI. Vic., cap. XXI., be dismissed.

Insolvent in person.

In the matter of Lazar Simion, an Insolvent. } On Thursday, the 19th day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Vertannes, *Attorney.*

In the matter of Solomon Moladina, an Insolvent. } On Saturday, the 21st day of September instant, it was ordered that the hearing of this matter do stand adjourned until Saturday, the 28th day of September instant, and that the order made in this matter for the *ad interim* protection of the said Insolvent from arrest be enlarged to the said 28th day of September instant, and that the said Insolvent do then attend to be examined before the said Court.

Barrow and Co., *Attorneys.*

In the matter of Denobundoo Dutt, an Insolvent. } On Saturday, the 21st day of September instant, by an order of this Court, the said Insolvent was adjudged entitled to his personal discharge under the Act XI. Vic., cap. XXI., as to all persons named in his Schedule as Creditors or claiming to be Creditors respectively.

Gillanders, *Attorney.*

In the matter of William Henry Abbott, an Insolvent. } On Monday, the 23rd day of September instant, it was ordered that the matters of the petition of the said Insolvent be heard on Saturday, the 16th day of November next, and that the said Insolvent do then attend to be examined before the said Court.

Barrow and Co., *Attorneys.*

In the matter of William Henry Abbott, an Insolvent. } Notice, that an application for an *ad interim* protection order has been this day made by the said Insolvent, and that such application will be heard and disposed of by the Acting Commissioner of the Insolvent Court on Monday, the 30th day of September instant, at the hour of 10 o'clock in the forenoon.

☞ *"Any Creditor of the said Insolvent "desirous of opposing such application must appear "before the said Court at the time and place "aforesaid."*

Barrow and Co., *Attorneys.*

In the matter of the petition of William Henry Abbott, of Council House Street, in Calcutta, Solicitor of the High Court, and formerly carrying on business there as Solicitors jointly with Robert Thomas Lattey, under the style and firm of Abbott and Lattey, and now residing in Hungerford Street, Calcutta, an Insolvent. } Notice, that the petition of the said Insolvent seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Monday, the 23rd day of September instant, and by an order of the same date the estate and effects of the said Insolvent were vested in the Official Assignee.

Barrow and Co., *Attorneys.*

In the matter of Koylas Chunder Bose, now residing at Barranosey Ghose's Street, Simlah, in the Town of Calcutta, who lately carried on business in co-partnership with Greesh Chunder Ghose and Nilmadhub Bonerjee as Marine Store-keeper, under the name or style of Debendernauth Mitter and Company, and also in co-partnership with Guddye Shaik, Radhamadhub Bonerjee, Greesh Chunder Ghose, and Nilmadhub Bonerjee, under the name or style of Koylas Chunder Bose and Company, and who also carried on business alone as Jute Merchant, under the name or style of Koylas Chunder Bose, an Insolvent. } Notice, that the petition of the said Insolvent, seeking the benefit of the Act XI. Vic., cap. XXI., was filed in the Office of the Chief Clerk on Friday, the 20th day of September instant, and by an order of the same date the estate and effects of the said Insolvent were vested in the Official Assignee.

Swinhoe, Law and Co., *Attorneys.*

In the matter of Mirza Golaum Russool Khan and Mirza Abdool Kadar, Insolvents. } On Monday, the 23rd day of September instant, it was ordered that the matters of the petition of the said Insolvents be heard on Saturday, the 16th day of November next, and that the said Insolvents do then attend to be examined before the said Court.

Hatch, *Attorney.*

In the matter of Lazar Simion, an Insolvent. } Notice, that an application for an *ad interim* protection order has been this day made by the said Insolvent, and that such application will be heard and disposed of by the Acting Commissioner of the Insolvent Court on Monday, the 30th day of September instant, at the hour of 10 o'clock in the forenoon.

☞ "*Any Creditor of the said Insolvent desirous of opposing such application must appear before the said Court at the time and place aforesaid.*

Vertannes, *Attorney.*
Chief Clerk's Office, the 24th September 1867.

Punjab Trading Company, "Limited."

ORDINARY GENERAL MEETING OF SHAREHOLDERS.

NOTICE is hereby given that the Eighth Ordinary General Meeting of Shareholders of the abovementioned Company will be held at the registered Office of the Company, No. 7, New China Bazar Street, Calcutta, at half-past four o'clock P. M., on Monday, the 30th September next, for the purpose of receiving and passing the Directors' Report for the half-year ending 30th June 1867, and for the transaction of such other business as may be brought before the Meeting.

The Meeting will subsequently be made Special for the purpose of altering Clause 50 of the Articles of Association of the Company, as follows, *viz.*, by inserting the word "Secretaries" after the words "Managing Director," and before the words "and Manager," and by expunging the words "subject to approval of the Shareholders in General Meeting."

W. H. FITZE & Co.,
Agents and Secretaries.

7, NEW CHINA BAZAR STREET; *Calcutta,* *The 28th August* 1867. }

The Bengal Coal Company, "Limited."

NOTICE.

A SPECIAL General Meeting of the Shareholders of the Bengal Coal Company, "Limited," will be held at the Office of the Company, No. 4, Hastings' Street, on Saturday, the 26th October 1867, at 12 o'clock, to consider and determine on the proposal to raise a separate Capital of four lakhs of Rupees in 2,000 Shares of 200 Rupees each, for the purpose of working the properties of the Company at Kurhurballee.

One share in the new K. Capital to be offered to every holder of a share in the existing Capital.

By Order of the Directors,

W. F. FERGUSSON,
Managing Director.

CALCUTTA, *The 15th July* 1867. }

India General Steam Navigation Company, "Limited."

NOTICE is hereby given that the adjourned Half-yearly Meeting of Shareholders of the above Company, will be held at the Company's Office, No. 13-2, Strand, at noon, on Monday, the 30th day of September; after which the Meeting will be made special for the purpose of confirming the new Articles of Association.

By Order of the Directors,

G. J. SCOTT,
Secy., I. G. S. N. Co., "Ld."

CALCUTTA, *The 23rd September* 1867. }

Tirhoot Indigo Company "Limited."

NOTICE is hereby given that the Eighth Half-yearly Ordinary General Meeting of Shareholders of the above Company, will be held at the Company's Office at noon, on Thursday, the 26th September instant, to receive the Directors' Report, pass the accounts for the past half-year, and transact any other business that may be brought before the Meeting.

By Order of the Directors,
WILLIAM MORAN AND CO.,
Agents.

3, *Church Lane*

Bengal Tea Company, "Limited."

THE Fourteenth Half-yearly Meeting will be held at the registered Office, No. 14, Strand, on Thursday, the 26th September, at noon, to receive the Report and Accounts for the past half-year.

A. H. BLECHYNDEN,
Secretary.

Hope Town Equitable Tea Company, "Limited."

IN LIQUIDATION.

ALL persons having claims against the abovenamed Company are requested to send detailed statements of the same, with vouchers, to the undersigned on or before the 30th day of September next, after which date no claims will be recognised.

W. H. FITZE,
Liquidator.

7, NEW CHINA BAZAR STREET; *Calcutta,* *The 31st August* 1867. }

Simla Club and North-West Wine Company, "Limited."

IN LIQUIDATION.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the abovenamed Company will be held at the registered Office of the Company, No. 7, New China Bazar Street, Calcutta, on Monday, the 30th day of September next, at the hour of 12 noon precisely, for the purpose of receiving the Liquidator's Report and Accounts.

W. H. FITZE,
Liquidator.

CALCUTTA, *The 21st August* 1867. }

Bishnauth Tea Company, "Limited."

We hereby beg to give notice that the Eighth Half-yearly Ordinary General Meeting of Shareholders in this Company, called for Monday, the 30th instant, at 4 P. M., has been unavoidably postponed. Due notice will be given of the date when the Meeting will be held.

By Order of the Board,

TURNER, MORRISON AND Co.,
Secretaries.

1 LYONS' RANGE;
Calcutta, the 27th Sept. 1867.

Notice.

I, the undersigned, do hereby give notice that Government Currency Note, mentioned at foot hereof, were destroyed by white ants :—

No. A29—32467, for Rupees 500.

KOYLAS CHUNDER MOOKERJEE,
Cashier, Exe. Engr.'s Office, Dinagepore.

DINAGEPORE,
The 13th September 1867.

Lost,

HALF Notes, Nos. A35—45140, 45141, 45142, 45143, for Rupees 50 each, of the 16th May 1865.

GRINDLAY & Co.

Lost or Stolen,

IN transit, halves of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

No. A38—44131, for Rupees 100.

Nos. A19—05818, 96436, 74108, 33132, 78636, 52327, 54253, 13837, 25242, and 50655, for Rupees 10 each.

BISSONAUTH LAW & Co.

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A35—31605, for Rupees 50.

Lost or Stolen,

THE Second-halves of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

No. A38—42978,	for	Rupees	100.
„ A30—27787,	„		100.
„ A38—52027,	„		100.
„ A30—83593,	„		100.
„ A38—28583,	„		100.
			500.

G. C. CHAPMAN.

Notice.

LOST.—Four halves of the following Government Currency Notes, intimation of loss given to the Currency Office, Bombay :—

Right side No. C27—16837, for Rupees 100, dated 27th June 1864.

Right side No. C16—61522, for Rupees 100, dated 20th June 1863.

Left side No. C34—27084, for Rupees 100, dated 19th June 1865.

Left side No. C27—11060, for Rupees 100, dated 27th June 1864.

THOS. M. MAJOR,
Assistant Commr. of Customs, Ahmedabad.

Lost,

HALF of the Currency Note :—
No. A27—50066, for Rupees 20.

Lost,

FIRST-HALVES of the Currency Notes :—
No. A38—18476, for Rupees 100.
„ A35—54606, „ 50.

WOMES CHUNDER GANGOLY.

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office Calcutta :—

No. A25—81513, for Rupees 20.

GOLAKEE DOSS.

Lost or Stolen,

SECOND-HALF of Government Currency Note, No. A20—41500, for Rupees 10, about the 30th of May last; intimation of loss given to the Currency Office, Calcutta.

Notice.

APPLICATION has this day been made to the Currency Office, Calcutta, for payment of the value of a Currency Note, consisting of halves bearing different Nos., *viz.*,—

First-half No. A31—48471, dated 6th May 1865, for Rupees 10.
Second-half No. A31—48469, dated 6th May 1865, for Rupees 10.

ANSTRUTHER AND Co.

CALCUTTA,
The 10th September 1867.

Mutilated and almost destroyed,

A NOTE, No. A27—84596, for Rupees 100.

BRINCHEE SINGH.

Lost or Stolen,

A LEFT half of a Government Currency Note, No. A7—11405, for Rupees 10.

Notice.

APPLICATION has been made to the Currency Office, Calcutta, for payment of a Currency Note, wrongly joined as follows :—

No. A20—93858 } One Note, for Rupees 10.
„ A21—60476 }

Lost,

FIRST-HALVES of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

No. A27—75985, for Rs. 20.
No. A27—88090, „ 20.

H. SCOTT HARDINGE.

Lost,

THE Halves of the following Government Currency Notes :—

Nos. A20—87790, and A21—12478, for Rupees 10 each.

GOPAL CHUNDER BOSE.

Lost,

HALVES of the Government Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

No. A11—29347, for Rupees 50.
„ A13—13858, „ 100.

Lost,

WHOLE of the Government Currency Notes :—

No. 77998, for Rupees 50
„ 29369, „ 50
„ 52486, „ 20
„ 63244, }
„ 45903, } for Rs. 10 each.
„ 46201, }

Stolen,

THE following Government Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

No. 25377, for Rupees 10.
„ 66440, „ 20.
„ 66441, „ 20.
„ 66442, „ 20.

HURRA KISTO BOSE.

SEEBSAUGOR IN ASSAM, }
The 27th August 1867. }

Lost,

THROUGH the Post Office, the Second-half of a Currency Note, intimation of loss has been given to the Currency Office, Calcutta :—

No. A34—33049, for Rupees 20.

Missing,

THE corresponding Halves of the following Currency Notes, intimation given to the Currency Office, Calcutta :—

No. 83949, for Rupees 10.
„ 46314, „ 10.

Lost or Stolen,

HALVES of the following Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

No. $\frac{3}{8}$0 28566 }
„ $\frac{3}{8}$0 93218 |
„ $\frac{3}{8}$0 43031 } For Rupees 100 each.
„ $\frac{3}{8}$0 33825 |
„ $\frac{3}{8}$0 39974 }

Lost or Stolen,

HALVES of the following Government Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

Nos. A25—76962, for Rupees 20, and A21—43687, for Rupees 10.

LEWIS COSSERAT.

Mislaid,

FIRST-HALF of Government Currency Note, No. A7—05726, and Second-half of Government Currency Note, No. A7—05729, of Rupees 10 only.

DEBINDRO LAL MITRA,
Oriental Bank.

Lost,

THE Right-hand halves of Government Currency Notes :—

Nos. A6—01666, 57049, and 01282, for Rupees 10 each; and the Left-hand half of Note, No. A6—01273, for Rupees 10.

Stolen,

FROM a registered letter in transit by Post from Cherra Poonjee to Dinapore, a full Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A35—50565, dated 16th May 1865, for Rupees 50.

SHIB CHUNDER SINGH.

CALCUTTA, }
The 4th September 1867. }

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A35—41555, for Rupees 50.

G. M. BOWIE, *Capt.*

SHILLONG, }
The 27th August 1867. }

Lost,

HALVES of Government Currency Notes, intimation of loss given to the Currency Office, Calcutta :—

Nos. A7—50570 and A7—50571, one Note for Rupees 10.

Lost or Stolen,

HALF of the following Currency Note, intimation of loss given to the Currency Office, Calcutta :—

No. A35—22240, for Rupees 50.

Calcutta and Darjeeling

কলিকাতা এবং দারজি

Schedule of Rates per Maund at which Goods and Pas

সরকারি বুলক ট্রেনের দ্বারায় আরোহিগণদিগকে

The upward and downward rates are the same.

যাতায়াতের সমান ভাড়া

Calcutta. কলিকাতা	Colgong. কলগাঁ	Caragola. ক্যারাগোলা	Purneah. পুরণিয়া	Kissen-gunge. কৃষ্ণগঞ্জ	Titalyah. টিটেলিয়া	Seligorie. শিলীগোরি	Pankabary. পাঙ্কাবারি
Calcutta ...	0 0 0	2 14 0	3 5 0	4 4 0	5 3 0	5 6 6	5 10 0
কলিকাতা ..	০ ০ ০	২৸৶০	৩ /০	৪।০	৫৶০	৫'৶৬	৫।৶০
Colgong ..	0 8 0	0 15 0	1 14 0	2 13 0	3 0 6	3 4 0	
কলগাঁ ...	।।০	৸৶০	১৸৶০	২৸/০	৩৴৬	৩।০	
Caragola ...	0 7 0	1 6 0	2 5 0	2 8 6	2 12 0		
ক্যারাগোলা	।৶০	১।৶০	২।/০	২।।৬	২৸০		
Purneah ...	0 15 0	1 14 0	2 1 6	2 5 0			
পুরণিয়া ...	৸৶০	১৸৶০	২/৬	২।/০			
Kissen-gunge কৃষ্ণগঞ্জ ..	0 15 0	1 2 6	1 6 0				
	৸৶০	১৴৬	১।৶০				
Titalyah ..	0 3 6	0 7 0					
টিটেলিয়া ...	৶৬	।৶০					
Seligorie	0 0 0						
শিলীগোরি	০ ০ ০						

N. B. 1 Passengers are conveyed to and from Caragola, the fare of each passenger is the charge

১ আরোহিগণ ক্যারাগোলা পর্য্যন্ত যাতায়াত করিতে পারিবেন ও মনের ভাড়া প্রত্যেক আরোহিকে

2 A Transit Agent has been stationed at Pankabary for the purpose of receiving and forwarding

২ এক জন বিশেষ কর্ম্মচারি পাঙ্কাবাটীতে নিযুক্ত আছেন তিনি মজুরের দ্বারায় পাঙ্কাবাটীহইতে দার

3 No package will be received for any Station between Calcutta and Caragola.

৩ কলিকাতার এবং ক্যারাগোলার মধ্যস্থিত কোন স্থানের জন্য পাকেজ লওয়া যাইবেক না।

4 Passengers will be conveyed if there is room, or if a full cart load is engaged.

৪ আরোহিগণকে প্রেরণ করা যাইবেক যদ্যপি স্থান থাকে কিম্বা যদ্যপি একখানা গাড়ির সম্পূর্ণ বোঝাই

5 No packages, however small, will be charged for at a less rate than half a maund.

৫ যত ছোট পাকেজ হউক অর্দ্ধ মনের ভাড়ার কম লওয়া যাইবেক না।

6 Fractional parts of a maund up to half a maund will be charged as half a maund, above

৬ অর্দ্ধ মনের কম হইলে অর্দ্ধ মন পর্য্যন্ত অর্দ্ধ মনের ভাড়া লাগিবেক, অর্দ্ধ মনের অধিক হইলে এক মন

7 Light packages will, at the discretion of the Agent or Post Master of the Office of despatch,

৭ রপ্তানী দপ্তরখানার কর্ম্মচারি কিম্বা পোষ্ট মাষ্টর বিবেচনানুসারে হালকা পাকেজ সকল মাপ করিয়া

8 Senders of goods should see that all packages are in water-proof coverings.

৮ দ্রব্য প্রেরণকারিরা দেখিবেন যে পাকেজ সকলের এমত আচ্ছাদন আছে যে জলেতে না ভিজিয়া

overnment Bullock Train.

ং সরকারি বুলক ট্রেন—

engers will be conveyed by Government Bullock Train.
এবং দ্রব্য লওনের প্রত্যেক মনের ভাড়ার নিয়ম—

The downward rates for country produce.
দেশী দ্রব্য আনিবার ভাড়া

Pankabary. পাঙ্কাবারি	Seligorie. শিলীগোরি	Titalyah. টিটেলিয়া	Kissen-gunge. কৃষ্ণগঞ্জ	Purneah. পুরণিয়া	Caragola. ক্যারাগোলা	Colgong. কলগাঁ	Calcutta. কলিকাতা
Pankabary পাঙ্কাবারি	0 3 0 ৶০	0 6 0 ।৵০	0 11 0 ॥৶০	1 0 0 ১	1 4 0 ১।০	1 10 0 ১॥৵০	3 0 0 ৩৲
Seligorie ... শিলীগোরি	0 3 0 ৶০	0 8 0 ॥০	0 13 0 ৸০	1 1 0 ১৲০	1 7 0 ১৷৵০	2 13 0 ২৸০	
Titalyah ... টিটেলিয়া ...	0 5 0 ।৲০	0 10 0 ॥৵০	0 14 0 ৸৵০	1 4 0 ১।০	2 10 0 ২॥৵০		
Kissen-gunge. কৃষ্ণগঞ্জ ...	0 5 0 ৲০	0 9 0 ॥৲০	0 15 0 ৸৶০	2 5 0 ২।৲০			
Purneah ... পুরণিয়া ...	0 4 0 ।০	0 10 0 ॥৵০	2 0 0 ২৲				
Caragola ... ক্যারাগোলা	0 6 0 ।৵০	1 12 0 ১৸০					
Colgong ... কলগাঁ ...	0 0 0 ০ ০ ০						

for three maunds of goods.
দিতে হইবে।
packages from Pankabary to Darjeeling by coolies.
জিলিংপর্য্যন্ত পাকেট সকল গ্রহণ ও প্রেরণ করিবেন।

ভাড়া দেন।

alf a maund as maund.
পর্য্যন্ত এক মনের ভাড়া লাগিবেক।
be charged by measurement at the rate of 3½ cubic feet per maund.
৩।০ কিউবিক ফুটে ১ এক মন ধরিয়া ভাড়া ধার্য্য করিবেন।

যায়।

R. W. H. FANSHAWE, *Major,*
Offg. Post-Master General of Bengal.

Just published.

In Pamphlet Form.

ACTS AND ORDERS relating to the Engagement and Transport of Native Laborers under contract for employment in Assam, Cachar, and Sylhet. Price—8 Annas.

To be had on application at the Offices of the Superintendent of Labor Transport, Calcutta, Commissioner of Assam, and Deputy Commissioner of Cachar.

A Bengallee Translation and an Urdu Translation of the Acts and Orders, recently published, are also to be had at the same price in the Office of the Superintendent of Labor Transport, Calcutta.

Edited by the Secretary, Board of Revenue.

THE FIRST COMPLETE EDITION OF THE RULES OF THE REVENUE DEPARTMENT.

JUST PUBLISHED,

In one Vol., strongly bound half calf, interleaved,

Price 6 Rs.; Packing Charges and Postage 1 Re. extra.

[Should postage stamps be remitted, one anna additional in the Rupee must be sent to cover discount on sale of stamps.]

RULES

FOR THE

GUIDANCE OF OFFICERS

ENGAGED IN

THE ADMINISTRATION

OF THE

REVENUE DEPARTMENT

IN THE

LOWER PROVINCES OF BENGAL.

☞ This work supersedes "Hume's Manual," and will be the Text Book for the examination of Assistant and Deputy Collectors, so far as the Rules of the Board of Revenue are concerned. It is indispensable to all Revenue Agents and Pleaders who practise in Revenue Courts, and to all who have business in Revenue Offices throughout the country.

The number of copies available is limited.

ALSO JUST PUBLISHED,

Price 4 As.; Packing Charges and Postage 2 annas extra,

WASTE LAND RULES,

BEING

CHAP. XXVI. OF THE RULES OF THE BOARD OF REVENUE.

CALCUTTA:

OFFICE OF SUPDT. OF GOVT. PRINTING,

No. 4, HASTINGS' STREET.

1866.

Now out of Press and will be ready for delivery in a week,

"THE BENGAL JAIL MANUAL," VOLUME I. compiled by G. A. HODGE, of the Office of the Inspector-General of Jails.

Apply to the Compiler at the Office named at Alipore.

PRICES:

For plain Copies 12

For interleaved Copies ... 14

MACKENZIE, LYALL AND CO.,

Have received instructions to sell by Auction,

At Noon, on Saturday next, 28th September 1867,

AT THE BONDED WAREHOUSE,

On account of the concerned

(If not previously claimed),

THE UNDERMENTIONED PACKAGES,

EX "RAJPOOT,"—

[P C D P] 1 Case.
[C H] 1 Case.
S N D, 4 Casks.
H B 11 14, 4 Cases Glass-ware.
[R] 4 Ditto.
Western India Club or T. H. and Co., 6 Cases Claret.
[Rockhit & Co.] 1 Cask.
[S N P] P, 1 Case.
[4-72] 2 Cases Beer.
B C D, 8 Casks Beer.
[40] S D & Co., 4 Cases.
[20] 1 Case.
John Davies & Co., 29 Cases Beer.
S S S & Co., 1 Cask.
L N & Co., 1 Cask.
Gour Co., 20 Coils Rope.
A W G, 2 Cases.
[A L C J] 1 Case.
G E H & Co., 8 Casks.
P W G, 4 Cases.
[B L G] B & B, 2 Casks.
Bor R N D, 2 Kegs Shot.
[J P C] 1 Case.
[555] D & Co., 29 Cases.
S A C, 2 Casks Zinc.
B M & Co., 1 Case.
[X X H] S E & Co., 1 Cask.
C R Dallas, 1 Cask.
[A N] T S, 1 Case.
[R D P] 1 Case.

Mackenzie, Lyall & Company,

With the permission of the Collector of Customs, will sell by Auction,

At the Custom House Opium Godown No. 12,

AT NOON,

On Thursday next, the 26th September 1867.

3 CASES LAMPS AND GLASS-WARE,

Landed damaged *ex-"Knight Commander."*

NOTICES issued by the POST-MASTER GENERAL of BENGAL.

No. 176.

Goods can be conveyed between Calcutta and Punkabarree daily (and also passengers when there is room or if a full cart is engaged) by Government Bullock Train. Packages for Darjeeling can only be prepaid as far as Punkabarree.

R. W. H. Fanshawe, *Major*,
Post-Master Genl. of Bengal.

Calcutta,
The 17th December 1866.

No. 5831.

Experimental Post Offices have been opened at Imamgunge and Muddenpore, in the Sherghotty District.

R. W. H. Fanshawe, *Major*,
Offg. Post-Master Genl. of Bengal.

Calcutta,
The 20th September 1867.

NOTICES issued by the POST-MASTER of CALCUTTA.

No. 152.

The 19th September 1867.—Mails for Akyab, Rangoon, and Moulmein, for transmission per Steamer *Mahratta*, will be closed at this Office on Monday, the 30th instant, at 6 P. M.

Letters, &c., for Port Blair can be sent *viâ* Rangoon by this opportunity.

No. 153.

The 18th September 1867.—Mails for Gopaulpore, Bimlipatam, Vizagapatam, Coconada, Madras, Pondicherry, Negapatam, Galle, Cochin, Beypore, Calicut, Cannanore, Mangalore, Carwar, and Bombay, for transmission per Steamer *Cheduba*, will be closed at this Office on Monday, the 30th instant, at 6 P. M.

No. 154.

The 19th September 1867.—Mails for Rangoon, Moulmein, Penang, Singapore, and Malacca, for transmission per Steamer *Rangoon*, will be closed at this Office on Sunday, the 6th October, at 6 P. M.

Letters, &c., for Port Blair can be sent *viâ* Rangoon by this opportunity.

No. 155.

The 24th September 1867.—The Overland Mail per Steamer *Bengal* will be closed on Tuesday, the 8th October 1867, at 6 P. M.

Letters for Madras, Ceylon, the Straits, China, Mauritius, Cape of Good Hope, St. Helena, and Australia can be sent by this opportunity.

Rate.	*Weight.*	*Viâ Marseilles.*	*Viâ Southampton.*
	Under ½ Ounce	Rs. 0 6 8	Rs. 0 4 0
	½ „ 1 „	„ 0 13 4	„ 0 8 0

...nted and Published for the Government by F. J. Barlow, at the Office of the Bengal Secretariat, Calcutta.

APPENDIX TO

The Calcutta Gazette.

WEDNESDAY, SEPTEMBER 25, 1867.

NOTICE

Is hereby given that the sale of the Proprietary right of Government to the Estates enumerated in the following Advertisements of Sale will be made subject to these

CONDITIONS OF SALE:

1*st.*—The Estates to be sold, subject to the Government Revenue against each, to the highest bidder above the upset price.

2*nd.*—The sale to be subject to existing leases and to the rights conferred by the settlement proceedings, and laws in force, and Purchasers to be bound to respect the rights of resident cultivators who have signed the Schedule of Assessment made by the Revenue Authorities.

3*rd.*—If the amount of purchase-money do not exceed Rupees 100, the whole amount to be paid down at once.

4*th.*—If the amount of purchase-money exceed Rupees 100, one-fourth of the amount bid to be immediately deposited. If the balance be not paid by noon of the fifteenth day after the sale, reckoning the day of sale as one, or if that day be a close holiday, then by noon of the first succeeding Office day, the sale to be cancelled, the sum deposited being forfeited to Government, and the Estate to be again put up for sale at the risk of the defaulting Purchaser after issue of advertisement as in the case of original sale.

5*th.*—In addition to the ordinary Government Revenue fixed on the Estates, the Purchasers shall be bound to pay for the construction of roads and improvement of communications one per cent. on the Government Revenue assessed from the date of entry upon the purchase. This sum will be leviable in the same manner as other arrears of Revenue.

By Order of the Board of Revenue, L. P.,

R. B. CHAPMAN,

Secretary.

ADVERTISEMENTS OF SALE.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Estate, situate in the District of Mymensingh, will be put up to sale, at the Mymensingh Collectorate, on Wednesday, the 25th September 1867, corresponding with the 10th Assin 1274 *B. S.*

The Purchasers of this Estate will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix:—

Number in Statement of Government Estate.	Number on the District Roll.	Name of Estate and Pergunnah.	Area in Acres.	Government Revenue.			Upset Price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P. Y.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
75	5356	Kismut Ramdebpore, Talook Sheeb Shunker Surma, Pergunnah Burbazoo.	373 1 19 26½	111 0 0	1 2 0	112 2 0	224 4 0	

COLLECTOR'S OFFICE;
District Mymensingh,
The 7th August 1867.

H. J. REYNOLDS,
Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Estate, situate in the District of Bograh, will be put up to sale, at the Bograh Collectorate, on Wednesday, the 25th September 1867, corresponding with the 10th Assin 1274 *B. S.*

The Purchasers of this Estate will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix:—

Number of Statement of Government Estate.	Number on the District Roll.	Name of Estate and Pergunnah.	Area in Acres.	Government Revenue.			Upset Price.	Remarks.
				Revenue assessed.	Road Cess.	Total.		
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
4	833	Talook Ramkanto, Pergunnah Borobajoo.	0 2 14	.....	.....	.....	9 6 0	To be sold revenue-free.

BOGRAH COLLECTOR'S OFFICE,
the 21*st August* 1867.

W. WAVELL,
Offg. Collector.

NOTICE is hereby given that the undermentioned plots of Class C. land no longer required by the East Indian Railway Company, situated in the District of Beerbhoom, will be put up to sale, in the Beerbhoom Collectorate, on Tuesday, the 19th November 1867, corresponding with 4th Augran 1274 *B. S.*

2. The Purchasers of these plots will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix, with the exception of 1, 2, and 5, and with the addition of the following Condition :—

The Plots to be sold revenue-free to the highest bidders above the upset price.

Number in Statement of Government Estates.	Number on the District Roll.	Names of Estates and Pergunnahs.	Area in Acres.	Revenue assessed.	Road Cess.	Total.	Upset Price.	Remarks.
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
152	26	Soorool, Pergunnah Barbuck Sing	23 0 32	.....	.....	.....	1,000 0 0	The house standing on the land will not be sold.
61	449	Doomrah, Pergunnah Duree Mouressur...	3 0 39	....	.....	.....	80 0 0	
197	450	Futtepoor, Pergunnah Mallarpoor ...	5 3 14	.....	.....	.....	80 0 0	Twelve Mangoe trees standing on the land will not be sold.
197	450	Gowlah, Pergunnah Mullarpoor ...	3 1 16	.....	.....	.....	40 0 0	
211	92	Kalooroyepoor, Pergunnah Alleenugore ...	0 3 9	.....	.....	.....	10 0 0	

ZILLAH BEERBHOOM ;
Collector's Office,
The 5th August 1867.

J. M. LOWIS,
Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Estate, situated in the District of Purneah, and mentioned in the Statement hereto annexed, will be put up to sale, in the Purneah Collectorate, on Monday, the 18th November 1867, corresponding with the 3rd Aughun 1274 *B. S.*, or 7th Aughun 1275 *F. S.*

The Purchasers of this Estate will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix :—

Number	Towjee Number.	Name of Mehal and Pergunnah.	Approximate Area in Acres.	Government Revenue.			Upset price.
				Revenue assessed.	Road Cess.	Total.	
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.
118	498	Mouzah Bhandessar, Zillah Bhowaneepore, Pergunnah Dhurumpore.	72 1 7	48 0 0	0 8 0	48 8 0	96 0 0

PURNEAH COLLECTORATE,
The 5th August 1867.

J. B. WORGAN,
Officiating Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned Plots of C. lands relinquished by the East Indian Railway Company, situated in the District of Monghyr, will be put up to sale, in the Monghyr Collectorate, on Saturday, the 2nd November 1867. The Purchasers of these Plots will be subject to the Conditions of Sale notified under the signature of the Secretary to the Board of Revenue at the head of this Appendix, with the exception of 1st, 2nd and 3rd, and with the addition of the following Condition :—

"The Plots to be sold as free-hold tenures to the highest bidders above the upset price.

No. of Statement of Govt. Plots of Railway Class C. Lands.	No. on the District Revenue Roll.	Name of Estates and Pergunnahs.	Approximate Area in Acres.	Government Revenue. Revenue assessed.	Road Cess.	Total.	Upset Price.	Remarks.
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
7	...	Plot of C. land in Mouzah Amwarry Burriarpoor, Pergunnah Kujra.	9 1 17 B. C. C. 28 6 0 standard.	0 0 0	0 0 0	0 0 0	225 0 0	
9	...	Plot of C. land in Mouzah Ooraing, Pergunnah Soorujgurra.	2 3 12 B. C. C. 8 11 1 standard.	0 0 0	0 0 0	0 0 0	25 0 0	
10	...	Plot of C. land in Mouzah Dhunary, Pergunnah Salemabad.	0 3 31 B. C. C. 2 17 0 standard.	0 0 0	0 0 0	0 0 0	65 0 0	
11	...	Plot of C. land in Mouzah Dhunary, Pergunnah Salemabad.	5 2 16 B. C. C. 16 18 8 standard.	0 0 0	0 0 0	0 0 0	189 0 0	
12	...	Plot of C. land in Mouzah Rampoor, Pergunnah Salemabad.	2 3 37 B. C. C. 9 0 2 standard.	0 0 0	0 0 0	0 0 0	129 0 0	
13	...	Plot of C. land in Mouzah Seehore, Pergunnah Salemabad.	3 1 24 B. C. C. 10 5 12 standard.	0 0 0	0 0 0	0 0 0	143 0 0	
14	...	Plot of C. land in Mouzah Rampoor, Seehore and Singarpore.	6 1 19 B. C. C. 19 5 8 standard.	0 0 0	0 0 0	0 0 0	268 0 0	
16	...	Plot of C. land in Mouzah Joynuggur, Pergunnah Salemabad	9 1 38 B. C. C. 28 13 13 standard.	0 0 0	0 0 0	0 0 0	439 0 0	
18	...	Plot of C. land in Mouzah Keeool, Pergunnah Salemabad.	4 2 15 B. C. C. 13 17 13 standard.	0 0 0	0 0 0	0 0 0	238 0 0	
19	...	Plot of C. land in Mouzah Mukdoompoor, Pergunnah Salemabad.	2 2 15 B. C. C. 7 16 5 standard.	0 0 0	0 0 0	0 0 0	114 9 0	

ONGHYR COLLECTORATE,
e 3rd September 1867.

C. T. METCALFE,
Offg. Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentioned escated Estates, &c., of the convicted Wahabee Rebel, Abdool Ruheem, situated in the District of a, will be put up to sale, under orders of Government, No. 789, dated 29th May 1866, in the a Collectorate, on Monday, the 21st October 1867, corresponding with 8th Kartick 1275, *F. S.* The purchasers of these Mehals, &c., will be subject to the Conditions of Sale, notified under the ature of the Secretary to the Board of Revenue, at the head of this Appendix :—

Number on the District Roll.	Name of Estates and Pergunnahs.	Area in acres of the entire Estate.	Government Revenue of the entire Estate.				Upset price.	Remarks.
			Revenue Assessed.	Malikana.	Road Cess.	Total.		
	Estates of Abdool Ruheem.	A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
56	Dunialpore, Pergunnah Bheempore, denominated Dunialpore Tarianee, and Dunialpore Muggeh, in the Mofussil.	142 3 5	372 10 5	...	...	372 10 5	151 0 0	Nos. 187 to 191. The confiscated shares of the Rebel, Wahabee Abdool Ruheem, will be sold.
341	Ufzulpore Surwar, Pergunnah Azeemabad, denominated Ufzulpore Surwar, Maroof Chuck Morad, in the Mofussil.	51 2 30	44 5 3	...	...	44 5 3	30 0 0	
328	Gorhanah, Uslee and Dukhlee, including Pempore, Janneepore, Rusainpore, and Shureekpore, Pergunnah Munair.	644 3 20	498 0 6	99 7 0	...	597 7 6	278 0 0	
620	Sungrampore Baghakole, Pergunnah Munair.	633 1 10	117 0 8	23 7 8	...	140 8 4	94 0 0	
271	Syedoollahpore, Pergunnah Bheempore.	23 3 15	These are rent-free Tenures. ...	...	...	...	30 0 0	Nos. 192 to 194 will be sold rent-free. Nos. 193 and 194. The column of area is left blank, owing to the lands of these Mouzahs being measured at the time of survey along with the lands of other Estates.
272	Mullick Syedpore, Madhopore and Joyntee, Pergunnah Bheempore	...	...	...	...	...	23 0 0	
269	Bahadoor Chuck, Pergunnah Shajehanpore.	...	...	...	...	...	138 0 0	
394	Chuck Moglanee, Pergunnah Azeemabad.	...	...	...	...	...	13 0 0	

PATNA COLLECTORATE,
The 4th September 1867.

E. DRUMMOND,
Collector.

NOTICE is hereby given that the Proprietary right of Government to the undermentio Estates, situated in the District of Jessore, will be put up to sale, in the Jessore Collectora on Monday, the 28th October 1867, corresponding with the 12th Kartick 1274 *B. S.*

The Purchasers of these Estates will be subject to the Conditions of Sale notified under signature of the Secretary to the Board of Revenue at the head of this Appendix :—

No. in Statement of Government Estates.	No. in the District Roll.	Names of Estates and Pergunnahs.	Approximate Area in Acres.	Government Revenue.		Total.	Upset Price.	Remarks.
				Revenue assessed.	Road Cess.			
			A. R. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	Rs. As. P.	
88	3661	Kismut Churha, Pergunnah Cherooleah Modoodeah ...	14 1 31	8 8 3	0 1 5	8 9 8	17 0 0	
111	2577	Kismut Moorial, Pergunnah Santore ...	0 3 34	1 10 9	0 0 3	1 11 0	4 0 0	
138	4482	Kismut Jareah, Pergunnah Modoodeah ...	5 2 6	8 2 7	0 1 4	8 3 11	17 0 0	
142	4449	Chacksree, Pergunnah Modoodeah ...	41 1 11	40 1 3	0 6 6	40 7 9	81 0 0	
145	4638	Nemuck Khalaree, Kismut Sobnah, Pergunnah Syedpore ..	43 3 3	72 2 0	0 11 6	72 13 6	145 0 0	
150	4444	Kismut Degorgatee, Pergunnah Nuldee ...	39 0 0	203 6 5	2 0 0	205 6 5	407 0 0	

Jessore Collectorate,
The 14th August 1867.

J. Monro,
Offg. Collector.

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